# 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

Flagged



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

CASE ID: 00258614 COMPANY: CUSTOMER: Conneaut, Ohio 44030 ADDRESS: 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

# 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 ]

Hello Cindi and the PUCO,

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.

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 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.

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

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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 NUME	BER:

NIQ:

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Service Monitoring and Enforcement Department

Customer Service Lead Investigator

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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:_00Dt0GzXt
	- 500t0Fn6Br:ref ]	
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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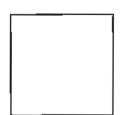
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AIQ: Palmco Energy OH LLC	

# SERVICE ACCOUNT NUMBER:

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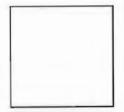
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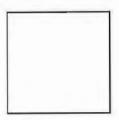
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. . .

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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	

<sup>\$804.74 &</sup>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:	TPV.mp3; Gas Confirmation Pack.pdf; Electric Confirmation Pack.pdf; Indra Postcard.pdf				

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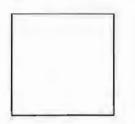
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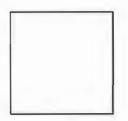
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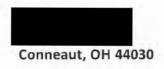
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PALMcoEnergy 8751 18th Avenue Brooklyn, NY 11214

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.

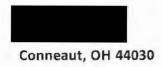
V.E.17-09.06



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

# PALMED 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.

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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.

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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 500t0Fn6Br:ref ]	[ref:_00Dt0GzXt
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. **Example 10**. 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. 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 SERVICE 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,

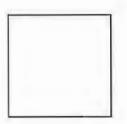
Ms. states that the company charged her \$17.36 per Mcf and her initial rate was \$2.79. She was notified by way of email that the company will be reimbursing her \$443.44 due to overcharging.

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 500t0Fn6Br: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,

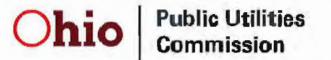
Keenia Joseph - Director of Compliance



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 L SERVICE ACCOUNT NUI 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!

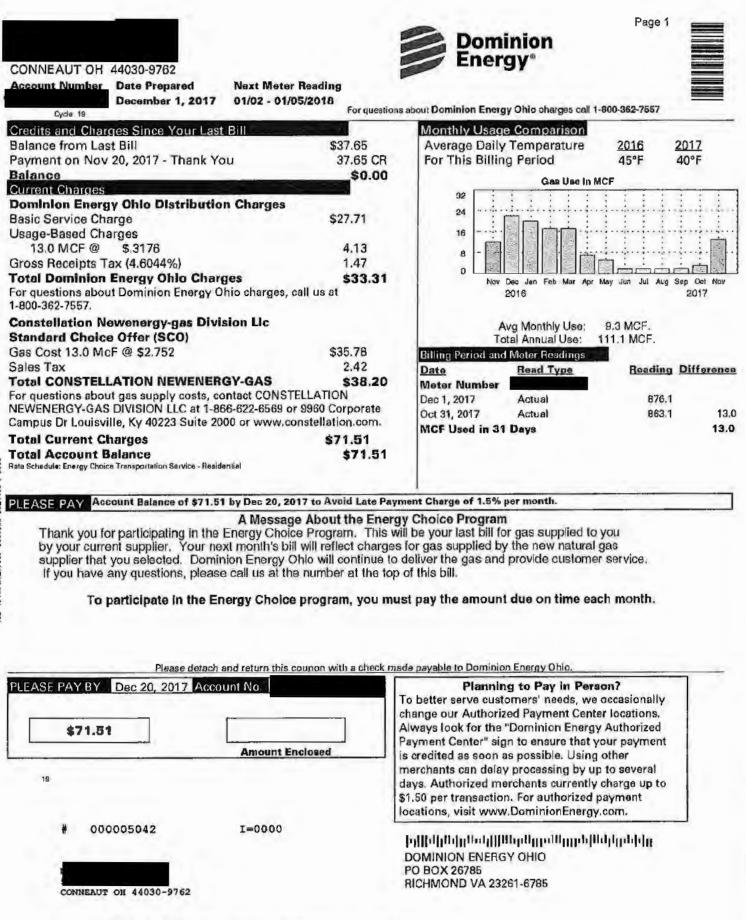
This is a follow up regarding Ms. **Second** account. After reviewing billing statements from her utility, the company has not applied any reimbursements to her account as you previously stated. For your review, I've attached the billing statements and my calculations totaling her reimbursement. She 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.



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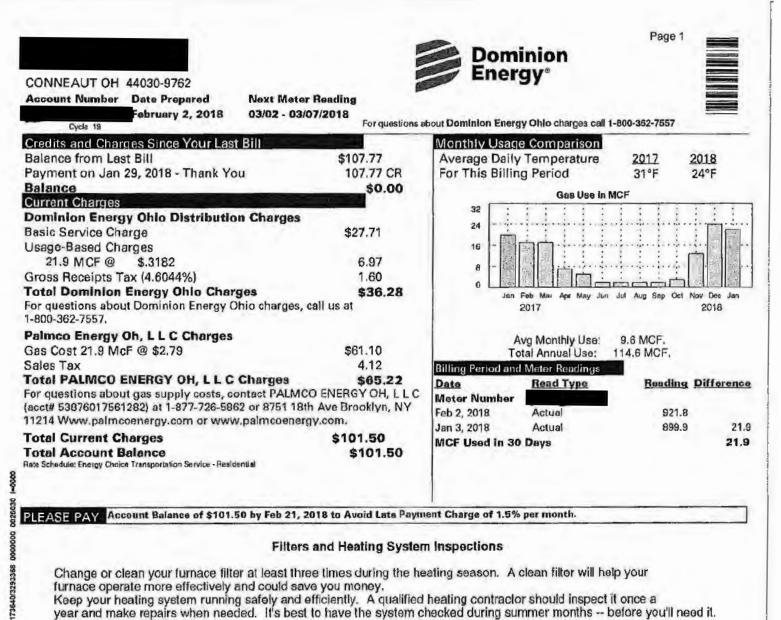
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trust in us to deliver economica everything we can to honor that if you have a question, please c are 7 a.m. to 7 p.m., Monday th (It is an emergency when you si ENERGYSHARE: Help people to your payment or mail a separ Please detac EASE PAY BY Jan 22, 2018 Acc \$107.77	I trust. call the number listed on the arough Friday. If you have mell gas or when all of you without heat by donating rate check payable to Entropy to Entropy and return this coupon with count No.	in emergency, yo our gas appliances a to EnergyShare, Ta ergyShare, Salvatio <u>n a check made payable</u> [] [] [] [] [] DOMINIC PO BOX 3	u can call us anytime, da are out.) o donate, add exactly \$1, n Army, P.O. Box 5847, 4 <u>to Dominion Energy Ohlo.</u>	y or night. \$2, \$6, \$12, \$18 or \$36 Cleveland, OH 44101.

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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.

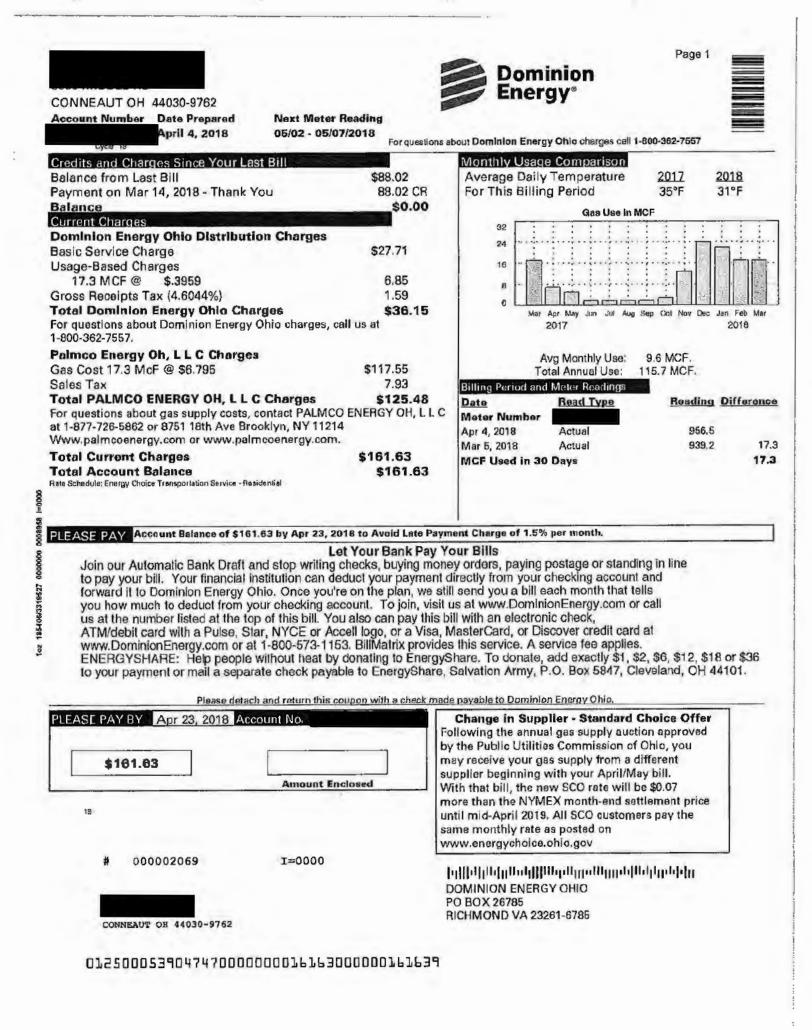
Please detach and return this coupon with a check made payable to Dominion Energy Ohio.

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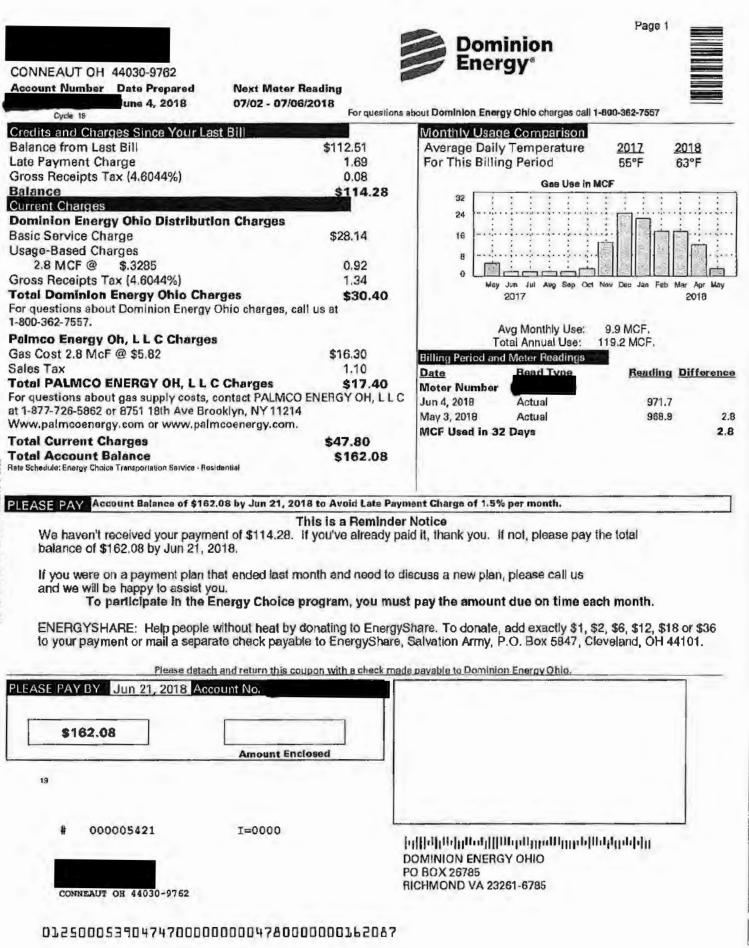
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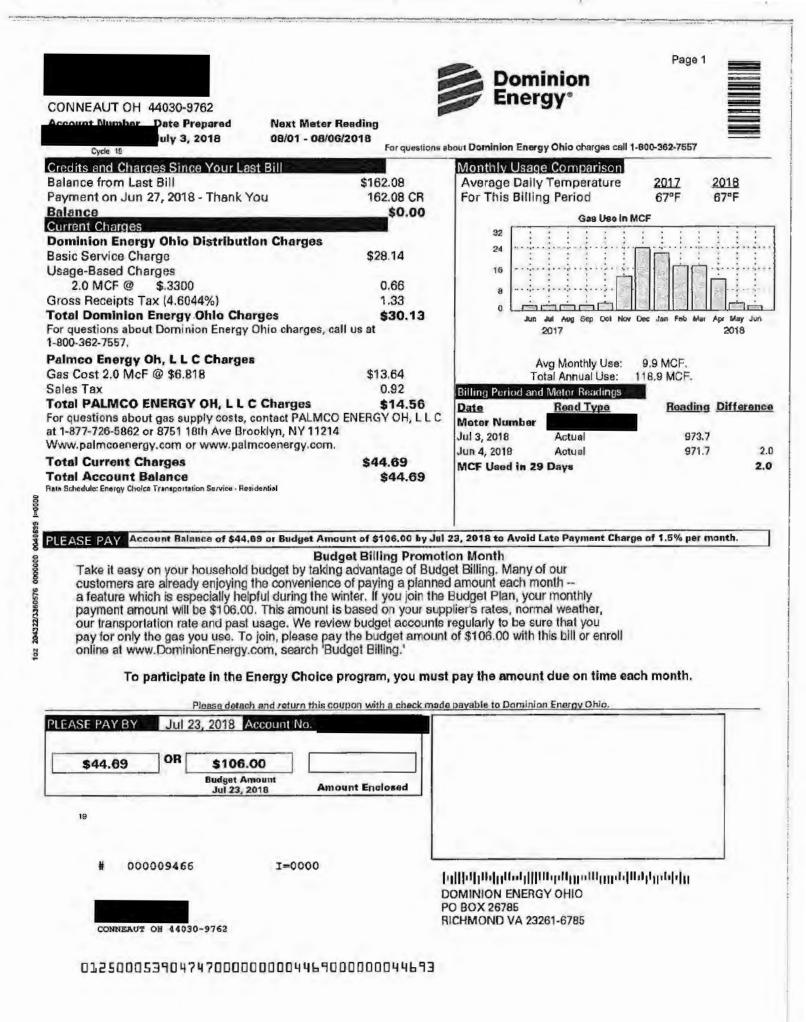
	lext Meter Reading 4/03 - 04/06/2018 For question:	B about Dominion Energy Ohio charges call	Page 1
Credits and Charges Since Your Last Bi		Monthly Usage Comparison	
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fotal Dominion Energy Ohio Charges	\$36.19	6 Feb Mar Apr May Jun Jul	Aug Sep Ocl Nov Dec Jan Feb
or questions about Dominion Energy Ohio -800-362-7557.	charges, call us at	2017	2018
Palmco Energy Oh, L L C Charges		Ava Monthly Use:	9.6 MCF.
Gas Cost 17.4 McF @ \$2.79	\$48.55	Total Annual Use:	114.9 MCF.
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1214 Www.palmcoenergy.com or www.pa		Feb 2, 2018 Actual	921.8 17
Total Current Charges	\$88.02 \$88.02	MCF Used in 31 Days	17.
	Mar 22, 2018 to Avoid Late Pays Please Use Our Return	n Envelope	
We provide a return envelope for cus if you pay your bill by a different meth You can pay this bill with an electroni or a Visa, MasterCard, or Discover of provides this service. A service fee a Thank you for your cooperation. ENERGYSHARE: Help people without to your payment or mail a separate of	nod, please do not use our en c check, ATM/debit card with redit card at www.DominionEr pplies. but heat by donating to Energy heck payable to EnergyShare	velope for other mail. a Pulse, Star, NYCE or Accell logo, hergy.com or at 1-800-573-1153. Bill /Share. To donate, add exactly \$1, \$ , Salvation Army, P.O. Box 5847, C	Matrix 2, \$6, \$12, \$18 or \$36
		de payable to Dominion Energy Chio.	
PLEASE PAY BY Mar 22, 2018 Account	No.		
\$88.02			
	Amount Enclosed		
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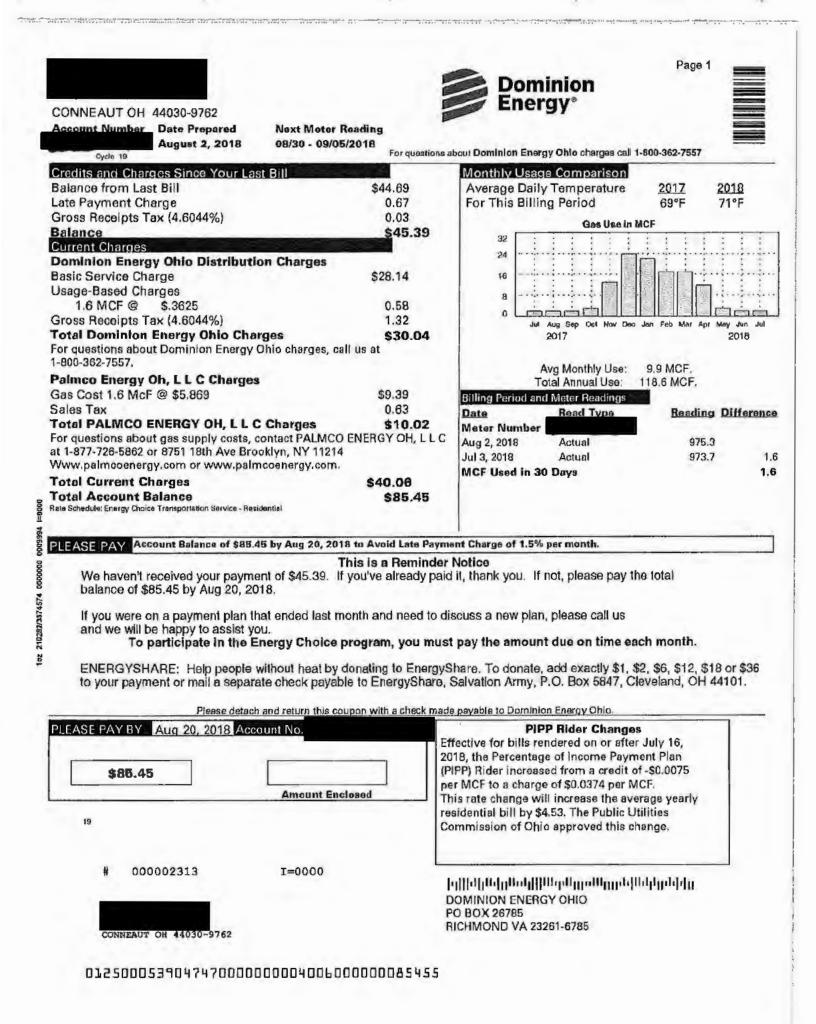


CONNEAUT OH 44030-9762 Account Number Date Prepared May 3, 2018	Next Meter Reading 06/01 - 06/06/2018	Dominion Energy®	Page 1
Cycle 19		ions about Dominion Energy Ohio charges ca	
Credits and Charges Since Your Las		Monthly Usage Comparison	
Balance from Last Bill	\$161.63	Average Daily Temperature	
Payment on Apr 25, 2018 - Thank Yo			54°F 42°F
Balance	\$0.00	Gas Use	in MCF
Current Charges		32	
Dominion Energy Ohio Distributio		24	ini durin da
Basic Service Charge	\$27.71		
Usage-Based Charges 12.4 MCF @ \$.3975	100	16	
	4.93 1,50	8	
Gross Receipts Tax (4.6044%) Total Dominion Energy Ohlo Char		o la cición	
For questions about Dominion Energy C 1-800-362-7557.		Apr May Jun Jul Aug 3 2017	Sep Oct Nov Dec Jan Fels Mar A 2018
Palmco Energy Oh, L L C Charges		Avg Monthly Use	10.1 MCF.
Gas Cost 12.4 McF @ \$5.92	\$73.41	Total Annual Use:	
Sales Tax	4.96	Billing Period and Meter Readings	
Total PALMCO ENERGY OH, L L C		Date Read Type	Reading Differe
For questions about gas supply costs, co		LC Meter Number	
at 1-877-726-5862 or 8751 18th Ave Broc		May 3, 2018 Actual	968.9
Www.palmcoenergy.com or www.palm		Apr 4, 2018 Actual	956.5
Total Current Charges	\$112.51	MCF Used in 29 Days	1
Total Account Balance Rate Schadule: Energy Choice Transportation Service - Resid	\$112.51		
PLEASE PAY Account Balance of \$112. Doing busi Visit "Manage Your Account" at y	ness online with Dominion E www.DominionEnergy.com to m	nergy Ohio has never been easie ake a payment, sign up for eBill and	
PLEASE PAY Account Balance of \$112. Doing busi Visit "Manage Your Account" at v Automatic Bank Draft, view your account information, and much m at your convenience, 365 days a ENERGYSHARE: Help people w to your payment or mail a separa	ness online with Dominion E www.DominionEnergy.com to m billing and payment history, ent nore. Register or sign in to man year on our secure website. without heat by donating to Ener te check payable to EnergySha and return this coupon with a check	nergy Ohio has never been easie ake a payment, sign up for eBill and	l count(s), , \$2, \$6, \$12, \$18 or \$36
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PLEASE PAY Account Balance of \$112. Doing busi Visit "Manage Your Account" at v Automatic Bank Draft, view your account information, and much m at your convenience, 365 days a ENERGYSHARE: Help people w to your payment or mail a separa Please detach PLEASE PAY BY May 21, 2018 Acco \$112.51	ness online with Dominion E www.DominionEnergy.com to m billing and payment history, ent nore. Register or sign in to mar year on our secure website. without heat by donating to Ener te check payable to EnergySha and return this coupon with a check punt No.	Energy Ohio has never been easien hake a payment, sign up for eBill and ter a meter reading, check your hage your Dominion Energy Ohio act rgyShare. To donate, add exactly \$1 are, Salvation Army, P.O. Box 5847, made payable to Dominion Energy Ohio. Call Before You I If you plan to dig in your yard, plea OHIO811 to make sure you do not in an underground line. Damaged line your gas, electric and cable service law requires that you call 811 at lead business days, but not more than 1 days, before digging.	count(s), , \$2, \$6, \$12, \$18 or \$36 Cleveland, OH 44101. Dig use call the dig into as can interrupt e. State ast two 0 business
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CONNEAUT OH 44030-9762 Account Number Date Prepared August 31, 2018	Next Meter Reading 10/01 - 10/04/2018			Page 1
Grate 19 Summary of Payment Due Past Due Gas Amount Current Gas Amount Total Payment Due by September 2	20, 2018		minion Energy Ohlo charges call 1-800-3 See Next Page for Usage Comparison a	
ENERGYSHARE: Help people with to your payment or mail a separate	This is a of \$41.40. If you've ended last month an orgy Choice program hout heat by donating check payable to En	a Reminder Notice already paid it, that d need to discuss a n, you must pay to g to EnergyShare, Salvati	nk you. If not, please pay the tota a new plan, please call us h <b>e amount due on time each m</b> To donate, add exactly \$1, \$2, \$6	onth. , \$12, \$18 or \$36
PIFASE PAY BY Sep 20, 2018 Accour \$81.37 # 000000465 CONNERUT ON 44030-9762			և[լլքեռկ]][ՍերՄլլլթեՄ(լլթեՄեկ)լո ON ENERGY OHIO	. .[IJ

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# CONNEAUT OH 44030-9762

Account Number Date Prepared **Next Meter Reading** August 31, 2018 10/01 - 10/04/2018 For questions about Dominion Energy Ohio charges call 1-800-362-7557 Cycle 19 Credits and Charges Since Your Last Bill Monthly Usage Comparison Balance from Last Bill \$85.45 Average Daily Temperature 2017 2018 Payment on Aug 3, 2018 - Thank You 44.69 CR For This Billing Period 67°F 72°F Subtotal 40.76 **Gas Use in MCF** Late Payment Charge 0.61 32 Gross Receipts Tax (4.6044%) 0.03 24 Balance \$41.40 16 Current Charges **Dominion Energy Ohio Distribution Charges** 8 **Basic Service Charge** \$28.14 a Jul Aug Aug Sep Oct Nov Dec Jan Fab Mar Apr Mary Jun **Usage-Based** Charges 2017 2016 0.49 1.6 MCF @ \$.3062 Gross Receipts Tax (4.6044%) 1.32 \$29.95 **Total Dominion Energy Ohio Charges** Avg Monthly Use: 9.9 MCF. Total Annual Use: 118.3 MCF. For questions about Dominion Energy Ohio charges, call us at Billing Period and Meter Readings 1-800-362-7557. Read Type Reading Difference Date Palmco Energy Oh, L L C Charges Meter Number \$9.39 Gas Cost 1.6 McF @ \$5.869 Aug 31, 2018 Actual 976.9 0.63 Sales Tax 975.3 Aug 2, 2018 Actual 1.6 Total PALMCO ENERGY OH, L L C Charges \$10.02 MCF Used in 29 Days 1.6 For questions about gas supply costs, contact PALMCO ENERGY OH, L L C at 1-877-726-5862 or 8751 18th Ave Brooklyn, NY 11214 Www.palmcoenergy.com or www.palmcoenergy.com. **Total Current Charges** \$39.97 **Total Account Balance** \$81.37 Rate Schedule: Energy Choice Transportation Service - Residential

CONNEAUT OH 44030-9762 Account Number Date Prepared Ctober 2, 2018	Next Meter Reading 10/30 - 11/02/2018		Domin Energ	ion Y*	Page 1	
Cycle 19		or questions about Do			-800-362-7557	
Credits and Charges Since Your La			thly Usage (			
Balance from Last Bill Payment on Sep 24, 2018 - Thank Y	\$81		rage Daily T This Billing		2017 63°F	2018 66°F
Balance		\$0.00	This binning		2.2	00 F
Current Charges			92 : :	Gas Use in N	ACF	
Dominion Energy Ohio Distributi			24			
asic Service Charge	\$28	.14				
Jsage-Based Charges 2.0 MCF @ \$.3200	0	.64	16	<b>D</b>		
Bross Receipts Tax (4.6044%)		.33	8			
Total Dominion Energy Ohio Cha		30.11	0 Sep Oct	Nov Deo Jan Fab	Lifer der Libre fun	Jul Aug Sep
or questions about Dominion Energy - -800-362-7557.	Ohio charges, call us at		201		man whit mush row	2018
Palmco Energy Oh, L L C Charges			Avg	Monthly Use:	9.9 MCF.	
Gas Cost 2.0 McF @ \$10.868	\$21				118.3 MCF.	
Sales Tax Total PALMCO ENERGY OH, L L C		00.04	g Period and M			
or questions about gas supply costs,		OULIC	r Number	Read Type	Reading	Differen
t 1-877-726-5862 or 8751 18th Ave Bro	oklyn, NY 11214	Inoto		Actual	978.9	9
Nww.palmcoenergy.com or www.palm	ncoenergy.com.			Actual	976.	
Total Current Charges	\$53	.32 MCF	Used in 32 D	ays		2
Intel Account Balance ate Schedule: Energy Choice Transportation Service - Res		53.32				
PLEASE PAY Account Balance of \$53.3	Attenti	on, Landlords			comp the cost	
Own or manage rental properties when your tenant moves out. Yo damage from frozen water pipes We leave the gas on when one of tenant calls us with the informati To sign up for the Automatic Tra in the search box) or call the nur ENERGYSHARE: Help people to your payment or mail a separa	Attenti s? Consider signing up fo ou benefit by having a wa b of your tenants calls us to ion to transfer the bill. Insfer Plan, go to www.Do nber listed at the top of the without heat by donating ate check payable to Ene the and return this coupon with ount No.	on, Landlords or our Automatic T arm place to show o stop service. We ominionEnergy.co his bill. to EnergyShare, T rgyShare, Salvatic a check made payable Sp When a s dangerou a househ Certificat	Transfer Plan. possible rent a list the bill in m (type "auto to donate, ad on Army, P.O a to Dominion E becial Notice hutoff of gas is to the healt old, customer ion, which de	This service I ers. Plus, you a your name un matic transfer" d exactly \$1, \$ . Box 5847, Cle nergy Ohio. -Medical Cert service would to h of a permanel s are reminded lays a shutoff o	avoid costly fil your new 2, \$6, \$12, \$1 eveland, OH dification be especially nt member of of Medical f gas	18 or \$36 44101.
Own or manage rental properties when your tenant moves out. Yo damage from frozen water pipes We leave the gas on when one o tenant calls us with the informati To sign up for the Automatic Tra in the search box) or call the nur ENERGYSHARE: Help people v to your payment or mail a separa Please detact	Attenti s? Consider signing up fo ou benefit by having a wa b. of your tenants calls us to on to transfer the bill. unsfer Plan, go to www.Do nber listed at the top of th without heat by donating ate check payable to Ene	on, Landlords or our Automatic T arm place to show o stop service. We ominionEnergy.co his bill. to EnergyShare, T rgyShare, Salvatic a check made payable Sp When a s dangerou a househ Certificat service. https://www.commonstance.com/ Certificat	Transfer Plan. possible rent a list the bill in m (type "auto to donate, ad on Army, P.O <u>a to Dominion E</u> <b>becial Notice</b> hutoff of gas is to the healt old, customer ion, which de t is available y	This service I ers. Plus, you a your name un matic transfer" d exactly \$1, \$ . Box 5847, Cle nergy Ohio. -Medical Cert service would to h of a permane s are reminded lays a shutoff or year-round. For	avoid costly fil your new 2, \$6, \$12, \$1 eveland, OH content of the specially in the member of of Medical f gas details,	18 or \$36 44101.
Own or manage rental properties when your tenant moves out. Yo damage from frozen water pipes We leave the gas on when one o tenant calls us with the informati To sign up for the Automatic Tra in the search box) or call the nur ENERGYSHARE: Help people v to your payment or mail a separa Please detact	Attenti s? Consider signing up fo ou benefit by having a wa b of your tenants calls us to ion to transfer the bill. Insfer Plan, go to www.Do nber listed at the top of the without heat by donating ate check payable to Ene the and return this coupon with ount No.	on, Landlords or our Automatic T arm place to show o stop service. We ominionEnergy.co his bill. Io EnergyShare, T rgyShare, Salvatic a check made payable Sp When a s dangerou a househ Certificat service. If refer to ti	Transfer Plan. possible rent a list the bill in m (type "auto to donate, ad on Army, P.O <u>a to Dominion E</u> hetal Notice hutoff of gas is to the healt old, customer ion, which de t is available y ne "Billing, Se	This service I ers. Plus, you a your name un matic transfer" d exactly \$1, \$ . Box 5847, Cle nergy Ohio. -Medical Cert service would to h of a permanel s are reminded lays a shutoff o	avoid costly fil your new 2, \$6, \$12, \$1 eveland, OH content in the specially in the member of of Medical f gas details, or	18 or \$36 44101.

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Count Number Date Prepared Dotober 31, 20 Cycle 19	Next Meter Reading 18 11/30 - 12/05/2018 For questions	about Dominion Energy Ohio charges call 1-	
edits and Charges Since Your	the second s	Monthly Usage Comparison	
lance from Last Bill	\$53.32	Average Daily Temperature	2017 2018
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sic Service Charge	\$28,14	16	
age-Based Charges		8	
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ss Receipts Tax (4.6044%)	1.38	Oot Nov Dec Jan Feb Mar	
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questions about Dominion Ener 00-362-7557.	gy Ohio charges, call us at	and the second second	
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mco Energy OH Dba Indra E			22.4 MCF.
s Cost 6.6 McF @ \$8.68	\$57.29	Billing Period and Meter Readings	
es Tax	3.87	Date Read Type	Reading Differen
al PALMCO ENERGY OH DE	BA INDRA \$61.16 ts, contact PALMCO ENERGY OH DBA	Meter Number	
	or 8751 18th Ave Brooklyn, NY 11214	Oct 31, 2018 Actual	985.5
w.palmcoenergy.com or www.li		Oct 2, 2018 Actual	978.9
	\$92.57	MCF Used in 29 Days	6
tal current charges			
tal Current Charges tal Account Balance Schedule: Energy Choice Transportation Service	- Residential \$146.73	ment Charge of 1.5% per month.	
Account Balance Schedule: Energy Choice Transportation Service ACCOUNT Balance of \$ We haven't received your pay balance of \$146,73 by Nov 19 If you were on a payment pla and we will be happy to assis To participate in th	Residential 146.73 by Nov 19, 2018 to Avoid Late Pay This is a Reminde yment of \$54.16. If you've already pa 9, 2018. In that ended last month and need to o it you. e Energy Choice program, you mus	r Notice id it, thank you. If not, please pay the discuss a new plan, please call us st pay the amount due on time eac	ch month.
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Ase PAY Account Balance Schedule: Energy Choice Transportation Service ASE PAY Account Balance of \$ We haven't received your pay balance of \$146.73 by Nov 19 If you were on a payment pla and we will be happy to assis To participate in th ENERGYSHARE: Help peop to your payment or mail a sep Please de	Residential 146.73 by Nov 19, 2018 to Avoid Late Pay This is a Reminder yment of \$54.16. If you've already pa 9, 2018. In that ended last month and need to o it you. e Energy Choice program, you must ble without heat by donating to Energy barate check payable to EnergyShare stach and return this coupon with a check ma	r Notice id it, thank you. If not, please pay the discuss a new plan, please call us st pay the amount due on time eac /Share. To donate, add exactly \$1, \$2 , Salvation Army, P.O. Box 5847, Cle ade payable to Dominion Energy Obio.	ch month. 2, \$6, \$12, \$18 or \$36 oveland, OH 44101.
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Kal Account Balance         Schedule: Energy Choice Transportation Service         Account Balance of \$         Account Balance of \$         We haven't received your pay balance of \$146,73 by Nov 19         If you were on a payment pla and we will be happy to assis To participate in the ENERGYSHARE: Help peop to your payment or mail a sep to your payment or your paym	Residential  146.73 by Nov 19, 2018 to Avoid Late Pay This is a Reminde yment of \$54.16. If you've already pa 9, 2018. In that ended last month and need to o it you. e Energy Choice program, you must ble without heat by donating to Energy barate check payable to EnergyShare stack and return this coupon with a check ma Account No.	r Notice id it, thank you. If not, please pay the discuss a new plan, please call us st pay the amount due on time eac /Share. To donate, add exactly \$1, \$2 /Share. To donate, add exactly \$2 /Share. To donate, add exactly	ch month. 2, \$6, \$12, \$18 or \$36 eveland, OH 44101. iffication te especially th member of of Medical f gas
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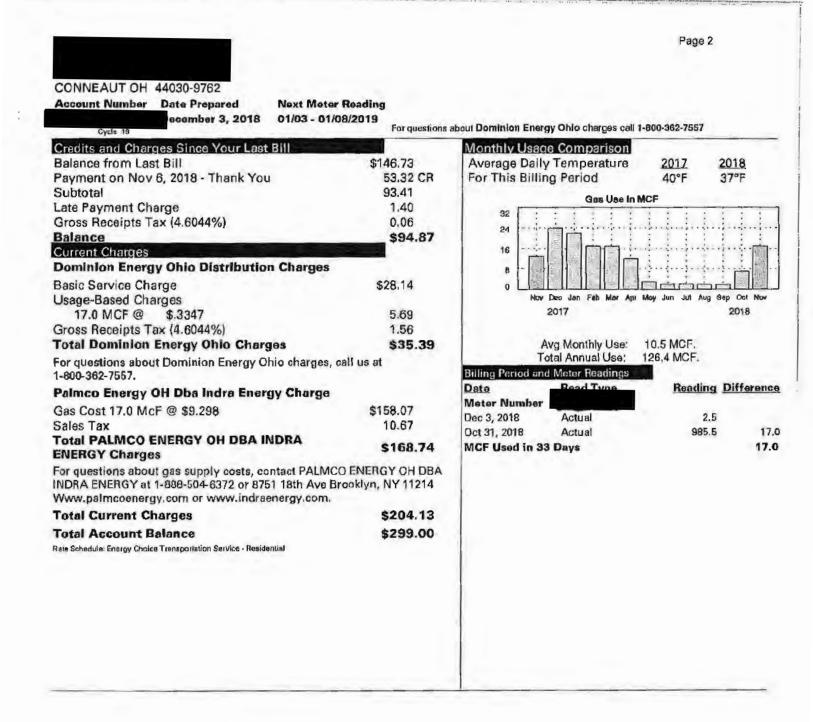
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ONNEAUT OH 44030-9762 count Number Date Prepared count Second Prepared Cycle 19	Next Meter Re 018 01/03 - 01/08/2	2019	Domi Energy	9 <b>y</b> °	1-800-362-7557	
immary of Payment Due Ist Due Gas Amount Irrent Gas Amount Irrent <b>Gas Amount</b> Irrent <b>Due by Decemb</b>	oer 20, 2018	93.41 205.59 <b>\$299.00</b>	(See Next Page	e for Usage Compa	rison and Meter F	Readings)
EASE PAY Account Balance of \$2	299.00 by Dec 20, 2016	B to Avoid Late Paym	ent Charge of 1.5%	per month.		
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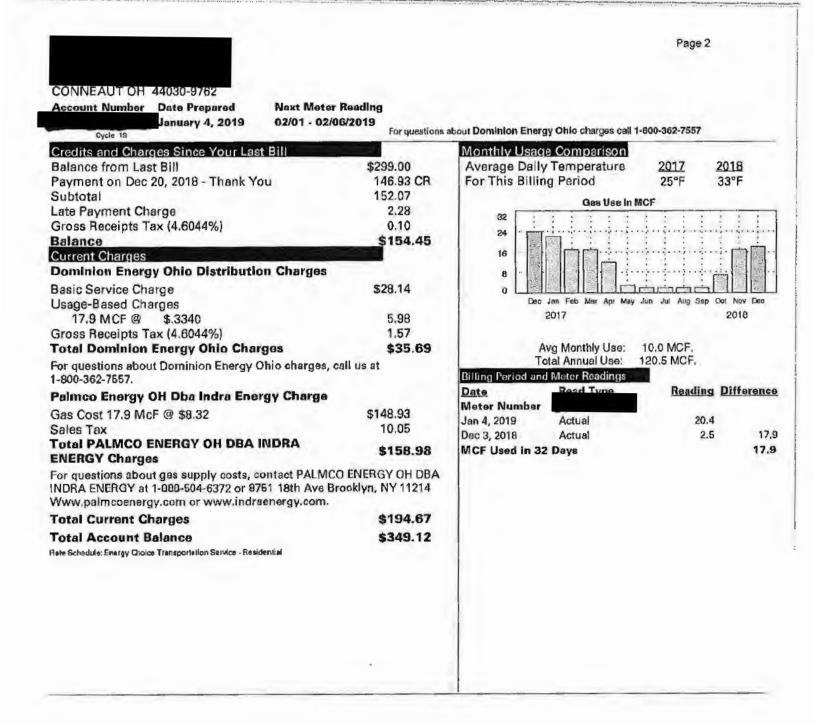
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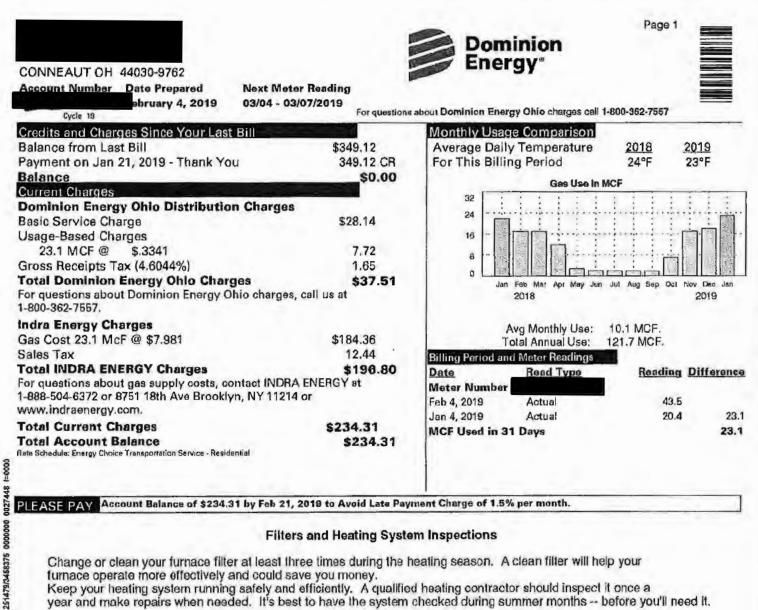
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CONNEAUT OH 44030-9762 Account Number Date Prepared Danuary 4, 2019 Cycle 19	Next Meter Reading 02/01 - 02/06/2019 For ques	Page 1 Dominion Energy Ohio charges call 1-800-362-7557
ummary of Payment Due ast Due Gas Amount current Gas Amount <b>otal Payment Due by January 23</b> ,	152.0 197.0 2019 \$349.1	5
EASE PAY Account Balance of \$349.1	This is a Remir	
balance of \$349.12 by Jan 23, 20 If you were on a payment plan tha and we will be happy to assist you <b>To participate in the En</b> ENERGYSHARE: Help people w	19. at ended last month and need J. hergy Choice program, you i ithout heat by donating to Ene	to discuss a new plan, please call us nust pay the amount due on time each month. irgyShare. To donate, add exactly \$1, \$2, \$6, \$12, \$18 or \$36 are, Salvation Army, P.O. Box 5647, Cleveland, OH 44101.
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\$349.12	Amount Enclosed	
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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 Of	hio.
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\$234.31		
	Amount Enclosed	
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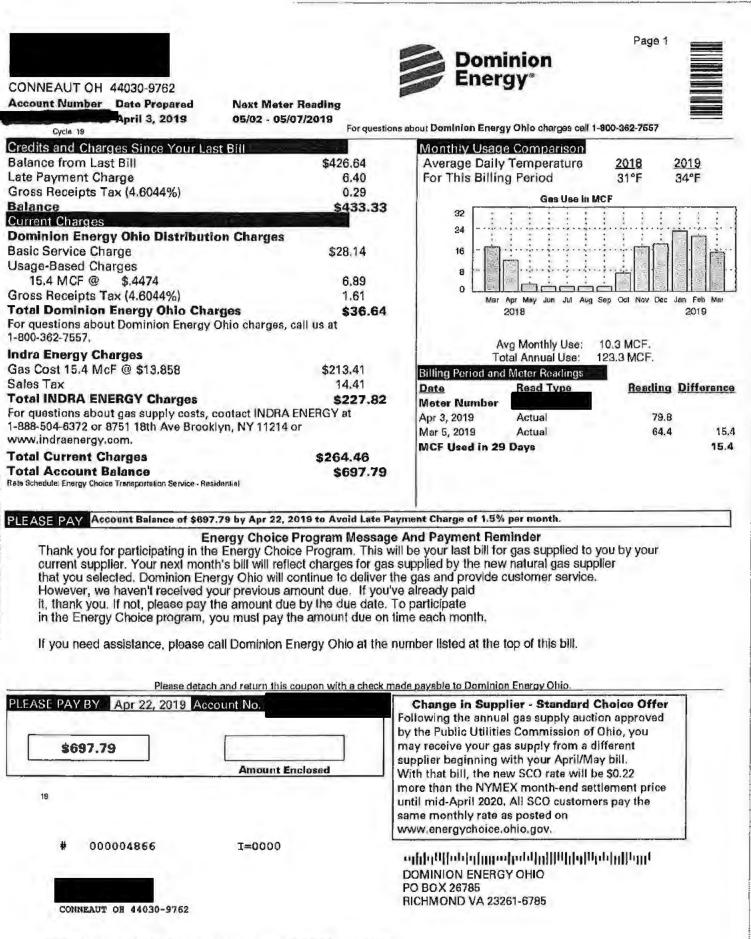
	Neter Reading - 04/05/2019 For questions	about Dominion Energy Ohlo charges call 1	Page 1
Credits and Charges Since Your Last Bill		Monthly Usage Comparison	
Balance from Last Bill	\$234.31	Average Daily Temperature	2018 2019
Payment on Feb 25, 2019 - Thank You	234.31 CR	For This Billing Period	32°F 29°F
Balance	\$0.00	Gas Use in N	ACF
Current Charges Dominion Energy Ohio Distribution Charge	100	32 : : : : : :	
Basic Service Charge	\$28.14	24	
Usage-Based Charges	420. IT	16	
20.9 MCF @ \$.4478	9.36		
Gross Receipts Tax (4.6044%)	1.73	8	
Total Dominion Energy Ohio Charges	\$39.23	0 Feb Mar Apr Mey Jun Jul	Aug Sep Oct Nov Dea Jan Feb
For questions about Dominion Energy Ohio charg 1-800-362-7557.	ges, call us at	2018	2019
Indra Energy Charges		Avg Monthly Use:	10.4 MCF.
Gas Cost 20.9 McF @ \$17.364	\$362.91		125.2 MCF,
Sales Tax	24.50	Billing Period and Meter Readings	
Total INDRA ENERGY Charges For questions about gas supply costs, contact INI	\$387.41	Date Read Type	Reading Difference
1-888-504-6372 or 8751 18th Ave Brooklyn, NY 11		Meter Number	
www.indraenergy.com.		Mar 5, 2019 Actual Feb 4, 2019 Actual	64.4 43.5 20.9
Total Current Charges	\$426.64	MCF Used in 29 Days	43.5 20.9
Total Account Balance Rate Schedule: Energy Choice Transportation Service - Residential	\$426.64	Mor Used in 25 Days	20.5
PLEASE PAY Account Balance of \$426,64 by Mar	Please Use Our Retur	n Envelope	]
We provide a return envelope for custome If you pay your bill by a different method, p You can pay this bill with an electronic che or a Visa, MasterCard, or Discover credit o provides this service. A service fee applies Thank you for your cooperation. ENERGYSHARE: Help people without he to your payment or mail a separate check	Please Use Our Returns who like to pay their golease do not use our eneck, ATM/debit card with card at www.DominionErs.	n Envelope as bills by mail. velope for other mail. a Pulse, Star, NYCE or Accell logo, ergy.com or at 1-800-573-1153. Bill Share. To donate, add exactly \$1, \$ , Salvation Army, P.O. Box 5847, Cl	2, \$6, \$12, \$18 or \$36
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We provide a return envelope for custome If you pay your bill by a different method, p You can pay this bill with an electronic che or a Visa, MasterCard, or Discover credit o provides this service. A service fee applies Thank you for your cooperation. ENERGYSHARE: Help people without he to your payment or mail a separate check <u>Please detach and return</u> PLEASE PAY BY Mar 22, 2019 Account No \$426.64	Please Use Our Return rs who like to pay their g blease do not use our en eck, ATM/debit card with card at www.DominionEr s. at by donating to Energy payable to EnergyShare	n Envelope as bills by mail. velope for other mail. a Pulse, Star, NYCE or Accell logo, ergy.com or at 1-800-573-1153. Bill Share. To donate, add exactly \$1, \$ , Salvation Army, P.O. Box 5847, Cl	2, \$6, \$12, \$18 or \$36
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We provide a return envelope for custome If you pay your bill by a different method, p You can pay this bill with an electronic che or a Visa, MasterCard, or Discover credit o provides this service. A service fee applies Thank you for your cooperation. ENERGYSHARE: Help people without he to your payment or mail a separate check <u>Please detach and return</u> PLEASE PAY BY Mar 22, 2019 Account No \$426.64	Please Use Our Returns who like to pay their golease do not use our eneck, ATM/debit card with card at www.DominionErs.	n Envelope as bills by mail. velope for other mail. a Pulse, Star, NYCE or Accell logo, ergy.com or at 1-800-573-1153. Bill Share. To donate, add exactly \$1, \$ , Salvation Army, P.O. Box 5847, Cl	52, \$6, \$12, \$18 or \$36 eveland, OH 44101.
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We provide a return envelope for custome if you pay your bill by a different method, p You can pay this bill with an electronic che or a Visa, MasterCard, or Discover credit of provides this service. A service fee applies Thank you for your cooperation.         ENERGYSHARE: Help people without he to your payment or mail a separate check.         Please detach and return         PLEASE PAY BY       Mar 22, 2019         \$426.64	Please Use Our Returns who like to pay their golease do not use our eneck, ATM/debit card with card at www.DominionErs.	n Envelope as bills by mail. velope for other mail. a Pulse, Star, NYCE or Accell logo, iergy.com or at 1-800-573-1153. Bill Share. To donate, add exactly \$1, \$ Salvation Army, P.O. Box 5847, Cl de payable to Dominion Energy Ohio.	52, \$6, \$12, \$18 or \$36 eveland, OH 44101.

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Billing Cycle	Consumption	Palmco/Indra Rate		0.0675	Total Amt. Bill	ed	SCO Rate	0.0675	Total	Difference
Dec/Jan 2018	23.8		2.79	4.48	70	0.88	3.074	4.94	78.10	-7.22
Jan/Feb 2018	21.9		2.79	4.12	65	5.23	2.738	4.05	64.01	1.22
Feb/Mar	17.4		2.79	3.28	51	1.82	3.631	4.26	67.44	-15.62
Mar/Apr	17.3	6	795	7.93	125	5.49	2.639	3.08	48.74	76.75
Apr/May	12.4		5.92	4.96	78	3.36	2.761	2.31	36.55	41.82
May/Jun	2.8	9	5.82	1.09998	17	7.40	2.891	0.55	8.64	8.75
Jun/Jul	2	6	.818	0.92	14	4.56	2.945	0.40	6.29	8.27
Jul/Aug	1.6	5	.869	0.63	10	0.02	3.066	0.33	5.24	4.79
Aug 2/Aug 31	1.6	5	.869	0.63	10	0.02	2.892	0.31	4.94	5.08
Aug 31/Oct 2	2	10	.868	1.47	23	3.20	2.965	0.40	6.33	16.87
Oct 2/ Oct 31	6.6	0	8.68	3.87	61	1,15	3.091	1.38	21.78	39.38
Oct 31/ Dec 3	17	9	.298	10.67	168	3.74	3.255	3.74	59.07	109.67
Dec 2/ Jan 4 2019	17.9	1.	8.32	10.05	158	8.98	4.785	5.78	91.43	67.55
Jan/ Feb	23.1	7	.981	12.44	196	5.81	3.712	5.79	91.54	105.27
Feb/ Mar 5, 2019	20.9	17	364	24.50	387	7.40	3.02	4.26	67.38	320.03
Mar/Apr 2019	15.4	1	3.86	14.41	227	7.82	2.925	3.04	48.09	179.73

962.33 Total amount due to customer

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## Sariah Brinker

From:PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>Sent:Friday, March 15, 2019 3:33 PMTo:Indra Energy ComplianceSubject:PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259011 [ref:\_00Dt0GzXt.\_<br/>500t0FnHVg:ref]



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

CASE ID: 00259011	
COMPANY:	
CUSTOMER:	
ADDRESS:	Springfield, Ohio 45506
SERVICE ADDRESS:	Springfield, Ohio 45506
AIQ: Palmco Energy OH	LLC
SERVICE ACCOUNT N	UMBER:
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:**

Mr. Solution of the states that he enrolled with Palmco/Indra energy in January 2018 after he was told that he would save money and his rate would not increase, which he thought meant it was a fixed rate. On his most recent bill he received a rate of \$1.74 per CCF. He states he contacted Indra and was advised that he had enrolled at a variable rate, but he would be credited \$50 on his next bill.

- 1. What was the agreed upon rate and for how long?
- 2. Why was the customer charged \$1.74 per CCF?
- 3. Please provide a copy of the sales call, TPV, welcome letter with terms and conditions, renewal notifications, and any other documentation regarding the case.

Sincerely,

2

#### 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.

ref: 00Dt0GzXt.\_500t0FnHVg:ref

#### Sariah Brinker

From:	William Schaaf
Sent:	Friday, March 22, 2019 10:28 AM
To:	PUCO Consumer Call Center
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259011 [ref:_00Dt0GzXt 500t0FnHVg:ref]
Attachments:	Package.pdf; Confirmation Package.pdf; Confirmation Package.pdf; Indra Postcard.pdf; Bas Confirmation Package-Fixed Plan.pdf

Hello Leah and the PUCO,

Regarding Case # 00259011,

Mr. **Determine** enrolled his gas and electric accounts in Palmco's variable rate plans on 1/23/18, as the result of a doorto-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. Palmco began servicing the customer's gas and electric accounts on 2/21/18 and 2/13/18, respectively.

**Gas Plan:** Variable. This included a two-month introductory rate of \$0.4120 per Ccf, after which the rate would vary month-to-month. No ETFs.

**Electric Plan:** Variable. This included a two-month introductory rate of \$0.0540 per kWh, after which rate would vary month-to-month. No ETFs.

Due to an outstanding balance on the customer's electric account, an outbound drop transaction was processed on 7/27/18, and a cancellation notice was sent to the customer. The customer's electric utility then established a service end date of 8/13/18. No termination fees were issued for cancellation.

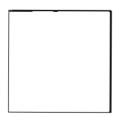
On 3/20/19, Mr account, we contacted our Customer Service line and verified a switch to a new rate plan for his gas account. We've attached the confirmation package mailed to the customer confirming the switch, which was in a 100%-Green 12-Month fixed plan, with a rate rate of \$0.7681 per Ccf for 12 months; this plan also does not carry any ETFs. The customer also requested an adjustment to his most recent variable bill, and was advised that his account would be escalated for further review. Upon review, we determined that we will rerate the customer's most recent bill to the rate of \$0.7681, which provides the customer with the effect of extending his new fixed rate plan an extra month. This results in an adjustment of \$255.99 for the billing cycle of 1/23/19 - 2/21/19, which will be sent to the customer's utility in order to be applied to the account.

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

William Schaaf - Asst. Compliance Officer



From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us> Sent: Thursday, March 21, 2019 7:45 AM To: Indra Energy Compliance <Compliance@indraenergy.com> Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259011 [ ref:\_00Dt0GzXt.\_500t0FnHVg: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: 00259011	
COMPANY:	
CUSTOMER:	
ADDRESS:	Springfield, Ohio 45506
SERVICE ADDRESS:	Springfield, Ohio 45506
AIQ: Palmco Energy OH	ILLC
SERVICE ACCOUNT N	UMBER:
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:**

An initial complaint was sent to you on March 15. Please review the customer's concerns and respond within three business days.

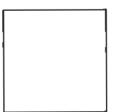
Sincerely,

# 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: 3/15/2019 3:32 PM To: compliance@indraenergy.com Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259011 [ ref:\_00Dt0GzXt.\_500t0FnHVg:ref ]



Initial Submission of a Consumer Complaint

## Marketer of Natural Gas

## Please Respond Within 3 Business Days

CASE ID: 00259011	
COMPANY:	
CUSTOMER:	
ADDRESS:	Springfield, Ohio 45506
SERVICE ADDRESS:	Springfield, Ohio 45506
AIQ: Palmco Energy OH LL	-C
SERVICE ACCOUNT NUM	BER:
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:

Mr. States that he enrolled with Palmco/Indra energy in January 2018 after he was told that he would save money and his rate would not increase, which he thought meant it was a fixed rate. On his most recent bill he received a rate of \$1.74 per CCF. He states he contacted Indra and was advised that he had enrolled at a variable rate, but he would be credited \$50 on his next bill.

- 1. What was the agreed upon rate and for how long?
- 2. Why was the customer charged \$1.74 per CCF?

 Please provide a copy of the sales call, TPV, welcome letter with terms and conditions, renewal notifications, 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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AIMCO	PALMco	Energy OH, LLC / P/	ALMco Power O	LUC custo	18 <sup>in</sup> Avenue Bro marservice@pair febsite: www.pair	mcoenergy.com mcoenergy.com
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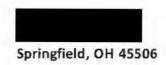
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PALMcoEnergy 8751 18th Avenue Brooklyn, NY 11214

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

1/25/2018



#### 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 **Ohio Edison**. You will receive a confirmation notice from **Ohio Edison** 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 \$0.05400 for the first two billing cycles, and a variable rate thereafter. Cancellation Fees: None

Budget Billing: Activated. Your monthly budget installment amount will be evaluated on a quarterly basis.

#### 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

# PACINCO 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. PALMco at 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 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.

<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, 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 NY 11214, or by e-mail Avenue. Brooklyn, 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.

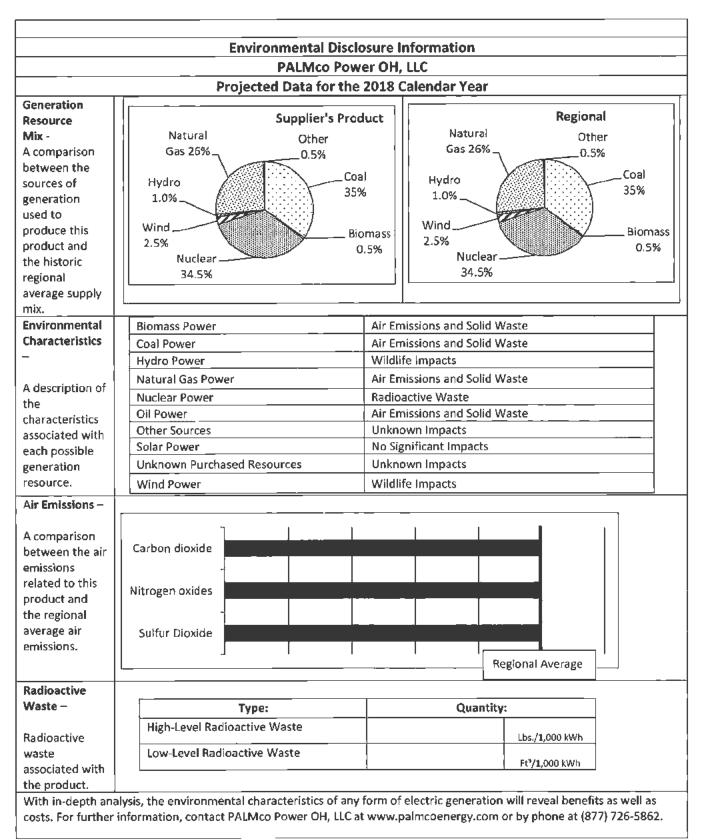
APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS 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

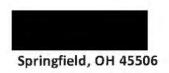




PALMcoEnergy 8751 18th Avenue Brooklyn, NY 11214

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

1/25/2018



#### 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 **Columbia Gas**. You will receive a confirmation notice from **Columbia Gas** 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 \$0.41200 for the first two billing cycles, and a variable rate thereafter. Cancellation Fees: None

Budget Billing: Please contact Columbia Gas.

#### 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

# CHIO 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 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 PALMco at CustomerService@PalmcoEnergy.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 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.

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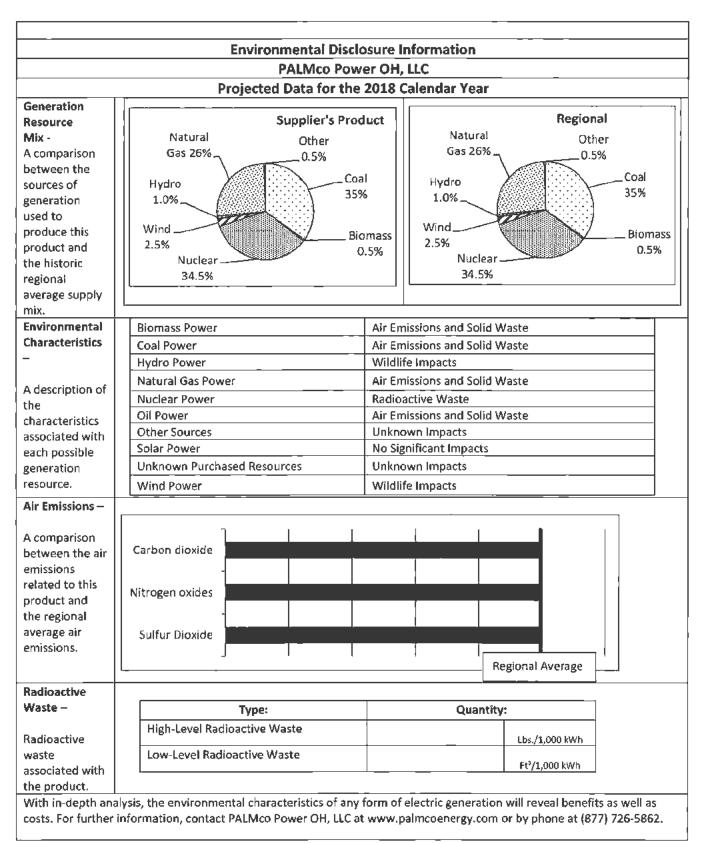
MISCELLANEOUS. PALMco assumes no responsibility or liability for the following items that are the responsibility of the utility(ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utilty's 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

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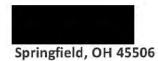




Indra Energy 1515 Market Street, Suite 1200 Philadelphia, PA, 19102

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

3/21/2019



#### 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 **Columbia Gas**. You will receive a confirmation notice from **Columbia Gas** 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: Fixed Rate of \$0.76810/Ccf for 12 months. Cancellation Fees: None. Budget Billing: Please contact Columbia Gas. Renewable Energy Product Information: One hundred percent (100%) of your natural gas usage will be matched with carbon offsets.

#### 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 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; (c) emailing or

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.

**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.

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. If you select a natural gas renewable energy product, one hundred percent (100%) of your natural gas usage will be matched with carbon offsets.

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.18-12.01

Projected Data for the 2018 Calendar Year         Actual Data for the Period 01/01/18 to 12/31/18         Generation         Mix -       A comparison         A comparison       Projected       Actual         Sources of generation       Natural Gas       Solar       Coal         Natural data for the period 01/01/18 to 12/31/18       Mix -       Actual         Mix -       A comparison       Solar       Coal         Sources of generation       Wind       1.5%       Nuclear         Projected be used to generate this product and the actual resources used during this period.       Biomass Power       Air Emissions and Solid Waste         Environmental Characteristics-       Biomass Power       Air Emissions and Solid Waste       Nuclear         A description of the characteristics associated with each possible generation resource.       Biomass Power       Radioactive Waste       Natural Gas Power         Oil Power       Air Emissions and Solid Waste       Oil Power       Natural Gas Power       Natural Gas Power         Natural Gas Power       Nationand Solid Waste       Oil Power       Natural Gas Power       Natural Gas Power         Natural Gas Power       No Significant Impacts       Dil Power       Natural Gas Power       No Significant Impacts         Other Sour		Product Environmental Disclosur Indra E					
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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.       Nitrogen oxides         Sulfur Dioxide       Sulfur Dioxide       Regional Average							
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.         Nitrogen oxides       Sulfur Dioxide         Sulfur Dioxide       Regional Average	-						
Wind Power       Wildlife Impacts         Air Emissions –       Product-specific projected and actual air emissions for this period compared to the regional average air emissions.       Carbon dioxide state sta	resource.						
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Period compared to the regional average air emissions.       Nitrogen oxides       Nitrogen oxides         Radioactive       Regional Average							
period compared       Image: Second compared         to the regional       Sulfur Dioxide         average air       Sulfur Dioxide         emissions.       Regional Average			Actual Actual				
to the regional average air emissions. Sulfur Dioxide Regional Average	period compared	Nitrogen oxides	Additional Projected				
emissions.      Radioactive	to the regional						
Radioactive	-	Sulfur Dioxide					
Radioactive	emissions.	Junnondannanda					
			Regional Average				
Waste – Type: Quantity:	Radioactive		%				
	Waste –	Type:	Quantity:				
High-Level Radioactive Waste Unknown	_	High-Level Radioactive Waste	Unknown				
Radioactive waste Lbs./1,000 kWh			Lbs./1,000 kWh				
associated with the Low-Level Radioactive Waste Unknown Ft <sup>3</sup> /1,000 kWb		Low-Level Radioactive Waste	Unknown Et³/1,000 kWh				

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.

# 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 Brooklyn, NY 11214 | 1.877.726.5862 | Palmco Energy.com

# **Cheryl Smith**

From: Sent: To: Subject: Daniel Anderson <contactthepuco@puc.state.oh.us> Friday, May 17, 2019 12:41 PM Indra Energy Compliance PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00500158 [ref:\_00Dt0GzXt.\_ 500t0IfFYb: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: 00500158	
CUSTOMER:	
SERVICE ADDRESS:	Maumee, Ohio 43537
AIQ: Palmco Energy OH LLC	
SERVICE ACCOUNT NUMBER:	

\*\*\*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 e-mail complaint was sent to you on May 3. 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.\_500t0IfFYb:ref

# Cheryl Smith

From: Sent: To: Subject: Andrea Smith <contactthepuco@puc.state.oh.us> Friday, May 03, 2019 7:58 AM Indra Energy Compliance PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00500158 [ref:\_00Dt0GzXt.\_ 500t0lfFYb:ref]



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

CASE ID: 00500158 CUSTOMER: ADDRESS: ADDRES

\*\*\*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: Mr. **Example** states that his bill increased and when looking at the bill noticed Indra was billing him. He states that on his April bill they had charged him \$86.03, \$131.99 in March and \$214.93 in February. He contacted the company on 4/30/19 and was able to cancel the contract. Mr. **Example** states that he does not remember signing up with the company and wants to make sure he was cancelled and would like a credit for the difference in charges.

- 1. Do you have record of customer?
- 2. If so, when and how was the customer signed up?
- 3. Please provide copy of signed contract, TPV and sales call.
- 4. Do you have record of customer calling to cancel?
- 5. If so, when and was the account canceled?
- 6. Will the customer be credited the difference in rates?
- 7. If so, please provide break down of charges.
- 8. 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.

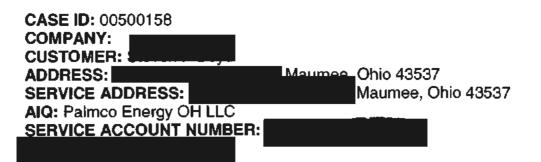
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# **Cheryl Smith**

From: Sent: To: Subject: Andrea Smith <contactthepuco@puc.state.oh.us> Friday, May 31, 2019 1:31 PM Indra Energy Compliance PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00500158 [ref:\_00Dt0GzXt.\_ 500t0lfFYb:ref]



# PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum



\*\*\*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 e-mail complaint was sent to you on May 3 and a follow was sent on May 17. Please review the customer's concerns and respond within three business days.

Mr. states that his bill increased and when looking at the bill noticed Indra was billing him. He states that on his April bill they had charged him \$86.03, \$131.99 in March and \$214.93 in February. He contacted the company on 4/30/19 and was able to cancel the contract. Mr. states that he does not remember signing up with the company and wants to make sure he was cancelled and would like a credit for the difference in charges.

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- 4. Do you have record of customer calling to cancel?
- 5. If so, when and was the account canceled?
- 6. Will the customer be credited the difference in rates?
- 7. If so, please provide break down of charges.

8. 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 t

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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# **Cheryl Smith**

From:	Keenia Joseph
Sent:	Wednesday, June 05, 2019 11:31 AM
To:	Andrea Smith
Cc:	Indra Energy Compliance; Mark Whitt; glover@whitt-sturtevant.com
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00500158 [ref:_00Dt0GzXt
_	500t0lfFYb:ref ]
Attachments:	Sales Call.mp3; TPV.mp3 Confirmation Package Gas.pdf

Hello Andrea,

enrolled in Palmco's gas variable rate plan on 11/15/2017, as a result of a telephone sale. We've attached the sales audio, TPV and confirmation package sent detailing the terms of service. Palmco began servicing the gas account on 12/9/17.

Gas Plan: Introductory Rate of \$0.39900 for the first three billing cycles, and a variable rate thereafter.

Palmco began conducting business under its trade name Indra Energy in October 2018. We're attaching the postcard mailed to customers advising of this change.

On 4/30/2019 Mr. contacted our Customer Service line and requested services be cancelled with Indra. An outbound drop request was sent to Columbia Gas on 4/30/19 who established a service end date of 5/3/2019 for the gas account. No ETF's were issued.

Upon review, and in the interest of customer satisfaction we determined we would rerate the customer's bills to the rate of their utility. This resulted in an adjustment of \$430.04 as calculated below.

PH#:		_	Name:			Acct:				
Begin Date	End Date	Billed Usage		y Charge th tax)	ReRate To:	ReRate PreTax	<b>ReRate</b> Tax	ReRate Total	mt Due Istomer	PUCO C4
3/12/2019	4/10/2019	72	\$	115.43	0.38930	28.03	2.03	30.06	\$ 85.37	]
2/11/2019	3/12/2019	124	\$	185.30	0.40850	50.65	3.67	54.33	\$ 130.97	]
1/11/2019	2/11/2019	150	\$	280.94	0.41800	62.70	4.55	67.25	\$ 213.69	
									\$ 430.04	Total amount due

Regards,

Keenia Joseph - Director of Compliance



From: Andrea Smith <contactthepuco@puc.state.oh.us> Sent: Friday, May 3, 2019 7:58 AM To: Indra Energy Compliance <Compliance@indraenergy.com> Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00500158 [ ref:\_00Dt0GzXt.\_500t0IfFYb:ref ]



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

CASE ID: 00500158 CUSTOMER: ADDRESS: ADDRESS: AIQ: Palmco Energy OH LLC SERVICE ACCOUNT NUMBER:

\*\*\*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: Mr. States that his bill increased and when looking at the bill noticed Indra was billing him. He states that on his April bill they had charged him \$86.03, \$131.99 in March and \$214.93 in February. He contacted the company on 4/30/19 and was able to cancel the contract. Mr. States that he does not remember signing up with the company and wants to make sure he was cancelled and would like a credit for the difference in charges.

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- 5. If so, when and was the account canceled?
- 6. Will the customer be credited the difference in rates?
- 7. If so, please provide break down of charges.
- 8. 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.

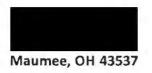
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PALMeoEnergy 8751 18th Avenue Brooklyn, NY 11214

W: PalmcoEnergy.com c: CustomerService@PalmcoEnergy.com toll free: 1 (877) 726 5862

11/17/2017



## 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 **Columbia Gas**. You will receive a confirmation notice from **Columbia Gas** 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 \$0.39900 for the first three billing cycles, and a variable rate thereafter. Cancellation Fees: None Budget Billing: Please contact Columbia Gas.

#### 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.co*m.

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

# PALMED 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. PALMco at 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 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 Brooklyn, NY 11214, or by e-mail at Avenue, 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

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# William Schaaf

From:	William Schaaf
Sent:	Thursday, March 14, 2019 6:00 PM
То:	PUCO Consumer Call Center
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397 [ref:_00Dt0GzXt
-	500t0FNK0G:ref]
Attachments:	

Hello Christina and the PUCO,

Regarding Case # 00257397,

Ms. enrolled two electric accounts in Palmco's variable rate plan on 7/24/18, as the result of a telephone sale. 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 both electric accounts on 8/21/18.

**Electric Plan:** Variable. This included a two-month introductory rate of 5.8 cents per kWh, after which rate would vary month-to-month.

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 her of this brand name change.

On 1/15/19, 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. Both of the customer's electric accounts stopped receiving our supply on 2/21/19. The customer had also requested an adjustment of her most recent bill for account # 0470077230, and was advised that her account would be escalated for further review.

Upon review, in the interest of customer satisfaction and to provide the customer with the effect of an expedited return to her utility's standard offer, we proceeded with rerating the customer's final bill (acct # 0470077230) to the rate we have on file for her utility (6.15 cents). This resulted in an adjustment of \$1,165.37 for the billing cycle of 1/23/19 - 2/21/19, which was sent to the customer's utility in order be applied to the account. We've included a chart below detailing our calculations for this adjustment.

Begin Date	I Fnd Date		Supply Charge	ReRate To:		Amt Due Customer
1/23/2019	2/21/2019	7988	\$1,656.63	\$0.0615	\$491.26	\$1,165.37

We provided this customer with the information regarding this adjustment. The customer still had concerns over her account, and at her request, we are mailing the customer a copy of the electric confirmation packet (which we had also attached here).

We will be providing you with the sales audio once we have it available; in the meantime, please let us know if we can be of any further assistance. Thank you.

## William Schaaf - Asst. Compliance Officer

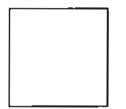


www.IndraEnergy.com

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

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From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us] Sent: Friday, March 8, 2019 8:13 AM To: Indra Energy Compliance <Compliance@indraenergy.com> Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397 [ ref:\_00Dt0GzXt.\_500t0FNK0G:ref ]



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

CASE ID: 00257397	
CUSTOMER:	
ADDRESS:	Bethel, Ohio 45106
SERVICE ADDRESS:	Bethel, Ohio 45106
AIQ: Palmco Energy OH L	
SERVICE ACCOUNT NUM	ABER:
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 morning.

According to Ms. **Example** due to the unauthorized enrollment of her Duke Energy account with Indra Energy, she is facing the disconnection of her service. She states that since January 2019 Indra Energy has billed her approximately \$3300 for supply service. Please review this issue and advise:

1. When, how, and by whom the enrollment with Indra Energy was completed.

2. If Indra is supplying both natural gas and electric generation service to this customer.

3. What Indra has billed this customer since the start of the service.

4. If a request to cancel the service has been received. If so, will any ETFs applicable to the enrollment be waived? And if not, why not.

Additionally, please provide copies of all enrollment materials associated with this account, including:

1. Any TPV completed

2. The sales call if the enrollment was telephonic

3. The signed agreement for service if enrollment was by direct customer contact

4. The Welcome Letter with the terms and conditions of service.

Thank you.

Sincerely,

## Christina Cassady

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Lead 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 9:29 AM	
To:	PUCO Consumer Call Center	
Cc:	Indra Energy Compliance	
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397 500t0FNK0G:ref ]	[ ref:_00Dt0GzXt

Hello Christina,

The customer did not express any concerns with her other electric account, and as result the final bill for that account was not adjusted. I've included chart below detailing the final bill charges for that account, which is also in the Duke territory.

Begin Read Date	End Read Date		Rate Charged	Supply Charge
1/23/2019	2/21/2019	27	\$0.20741	\$5.60

# 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 8:50 AM To: William Schaaf <wschaaf@indraenergy.com> Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397 [ ref:\_00Dt0GzXt.\_500t0FNK0G:ref ]

Good morning Mr. Schaaf.

Thank you for the prompt response. However, if the customer enrolled two electric accounts with Palmco, were both account adjusted for the final month for service? If not, what rate per kwh was billed for the other account and how much was the total charge for the final month of service? And, was the other account also in the Duke service territory?

Thank you.

Sincerely,

Christina Cassady

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department Lead 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: 3/14/2019 6:00 PM To: contactthepuco@puco.ohio.gov Cc: compliance@indraenergy.com Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397 [ ref:\_00Dt0GzXt.\_500t0FNK0G:ref]

Hello Christina and the PUCO,

Regarding Case # 00257397,

Ms. Second enrolled two electric accounts in Palmco's variable rate plan on 7/24/18, as the result of a telephone sale. 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 both electric accounts on 8/21/18.

Electric Plan: Variable. This included a two-month introductory rate of 5.8 cents per kWh, after which rate would vary month-to-month.

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 her of this brand name change.

On 1/15/19, 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. Both of the customer's electric accounts stopped receiving our supply on 2/21/19. The customer had also requested an adjustment of her most recent bill her was advised that her account would be escalated for further review.

Upon review, in the interest of customer satisfaction and to provide the customer with the effect of an expedited return to her utility's standard offer, we proceeded with rerating the customer's final bill

on file for her utility (6.15 cents). This resulted in an adjustment of 1,165.37 for the billing cycle of 1/23/19 = 2/21/19, which was sent to the customer's utility in order be applied to the account. We've included a chart below detailing our calculations for this adjustment.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:		Amt Due Customer
	2/21/2019			\$0.0615	\$491.26	\$1,165.37

We provided this customer with the information regarding this adjustment. The customer still had concerns over her account, and at her request, we are mailing the customer a copy of the electric confirmation packet (which we had also attached here).

We will be providing you with the sales audio once we have it available; in the meantime, please 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

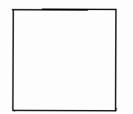
P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us] Sent: Friday, March 8, 2019 8:13 AM To: Indra Energy Compliance <Compliance@indraenergy.com> Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397 [ ref:\_00Dt0GzXt. 500t0FNK0G:ref ]

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# Initial Submission of a Consumer Complaint

# Marketer of Natural Gas

# Please Respond Within 3 Business Days

CASE ID: 00257397	
CUSTOMER:	
ADDRESS:	Bethel, Ohio 45106
SERVICE ADDRESS:	Bethel, Ohio 45106
AIQ: Palmco Energy OH LLC	>

\*\*\*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 morning.

According to Ms. due to the unauthorized enrollment of her Duke Energy account with Indra Energy, she is facing the disconnection of her service. She states that since January 2019 Indra Energy has billed her approximately \$3300 for supply service. Please review this issue and advise:

1. When, how, and by whom the enrollment with Indra Energy was completed.

2. If Indra is supplying both natural gas and electric generation service to this customer.

3. What Indra has billed this customer since the start of the service.

4. If a request to cancel the service has been received. If so, will any ETFs applicable to the enrollment be waived? And if not, why not.

Additionally, please provide copies of all enrollment materials associated with this account, including:

1. Any TPV completed

2. The sales call if the enrollment was telephonic

3. The signed agreement for service if enrollment was by direct customer contact

4. The Welcome Letter with the terms and conditions of service.

Thank you.

Sincerely,

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## **Christina Cassady**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

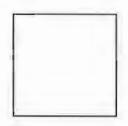
Lead Customer Service Investigator

(800) 686-PUCO (7826)

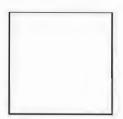
www.PUCO.ohio.gov

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 29, 2019 8:07 AM
To:	PUCO Consumer Call Center
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397
Attachments:	

Good morning,

I've attached the sales call audio for this customer's enrollment. The customer provided both service addresses below during the sales call. It seems that both accounts were entered with the same billing address and as a result the confirmation packages for both accounts were sent to that address.

ServiceAddress	ServiceCity	ServiceState	ServiceZip	AccountNumber
	Bethel	ОН	45106	
	Bethel	ОН	45106	

#### 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: Wednesday, March 27, 2019 4:03 PM To: William Schaaf <wschaaf@indraenergy.com> Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397

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Good afternoon.

In reviewing the account information provided Duke as well as the TPV and Welcome Letters provided by Palmco, I found that this customer states her mailing address for her two Duke accounts is the state of the Bethel, Ohio 45106. Duke confirmed this is both the mailing and service address for both of the accounts.

However, the Welcome Letters provided by Palmco both show a mailing address of the second second second in Bethel, Ohio 45106. Please explain why Palmco sent the Welcome Letters for both accounts to this docress.

Also, I'm not showing that I've received the Sales call for this enrollment yet. Please advise if the sales call is available and if not, why not.

Thank you.

Sincerely,

Christina Cassady Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Lead 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 9:28 AM To: contactthepuco@puco.ohio.gov Cc: compliance@indraenergy.com Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397 [ref:\_00Dt0GzXt.\_500t0FNK0G:ref]

Hello Christina,

4 1.

The customer did not express any concerns with her other electric account, and as result the final bill for that account was not adjusted. I've included chart below detailing the final bill charges for that account, which is also in the Duke territory.

Begin Read	End Read	Billed	Rate	Supply
Date	Date	Usage	Charged	Charge
1/23/2019	2/21/2019	27	\$0.20741	\$5.60

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 8:50 AM To: William Schaaf <wschaaf@indraenergy.com> Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397

Good morning Mr. Schaaf.

Thank you for the prompt response. However, if the customer enrolled two electric accounts with Palmco, were both account adjusted for the final month for service? If not, what rate per kwh was billed for the other account and how much was the total charge for the final month of service? And, was the other account also in the Duke service territory?

Thank you.

Sincerely,

#### Christina Cassady

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

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------ Original Message ----- From: William Schaaf [wschaaf@indraenergy.com]
 Sent: 3/14/2019 6:00 PM
 To: contactthepuco@puco.ohio.gov
 Cc: compliance@indraenergy.com
 Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397 [ ref:\_00Dt0GzXt.\_500t0FNK0G:ref ]

Hello Christina and the PUCO,

Regarding Case # 00257397,

Ms. **Example** nrolled two electric accounts in Palmco's variable rate plan on 7/24/18, as the result of a telephone sale. 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 both electric accounts on 8/21/18.

**Electric Plan:** Variable. This included a two-month introductory rate of 5.8 cents per kWh, after which rate would vary month-to-month.

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 her of this brand name change.

On 1/15/19, 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. Both of the customer's electric accounts stopped receiving our supply on 2/21/19. The customer had also requested an adjustment of her most recent bill for account was advised that her account would be escalated for further review.

Upon review, in the interest of customer satisfaction and to provide the customer with the effect of an expedited return to her utility's standard offer, we proceeded with rerating the customer's final bill **states and a state of the set of t** 

Begin Date	End Date		Supply Charge	ReRate To:		Amt Due Customer
1/23/2019	2/21/2019	7988	\$1,656.63	\$0.0615	\$491.26	\$1,165.37

We provided this customer with the information regarding this adjustment. The customer still had concerns over her account, and at her request, we are mailing the customer a copy of the electric confirmation packet (which we had also attached here).

We will be providing you with the sales audio once we have it available; in the meantime, please let us know if we can be of any further assistance. Thank you.

## William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200

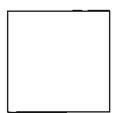
Philadelphia, PA 19102

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 8, 2019 8:13 AM To: Indra Energy Compliance <Compliance@indraenergy.com> Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397





## Initial Submission of a Consumer Complaint

## Marketer of Natural Gas

## Please Respond Within 3 Business Days

CASE ID: 00257397	
CUSTOMER:	
ADDRESS:	Bethel, Ohio 45106
SERVICE ADDRESS:	Bethel, Ohio 45106
AIQ: Palmco Energy OH LLC	

\*\*\*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:

Good morning.

According to Ms. due to the unauthorized enrollment of her Duke Energy account with Indra Energy, she is facing the disconnection of her service. She states that since January 2019 Indra Energy has billed her approximately \$3300 for supply service.

Please review this issue and advise:

1. When, how, and by whom the enrollment with Indra Energy was completed.

2. If Indra is supplying both natural gas and electric generation service to this customer.

3. What Indra has billed this customer since the start of the service.

4. If a request to cancel the service has been received. If so, will any ETFs applicable to the enrollment be waived? And if not, why not.

Additionally, please provide copies of all enrollment materials associated with this account, including:

- 1. Any TPV completed
- 2. The sales call if the enrollment was telephonic
- 3. The signed agreement for service if enrollment was by direct customer contact
- 4. The Welcome Letter with the terms and conditions of service.

Thank you.

Sincerely,

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# Christina Cassady

Public Utilities Commission of Ohio

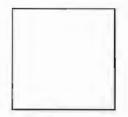
Service Monitoring and Enforcement Department

Lead Customer Service Investigator

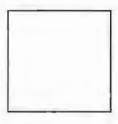
(800) 686-PUCO (7826)

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.\_500t0FNK0G:ref





## Sariah Brinker

From: Sent: To: Subject: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us> Wednesday, March 27, 2019 4:03 PM William Schaaf RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397

Good afternoon.

In reviewing the account information provided Duke as well as the TPV and Welcome Letters provided by Palmco, I found that this customer states her mailing address for her two Duke accounts in Bethel, Ohio 45106. Duke confirmed this is both the mailing and service address for both of the accounts.

However, the Welcome Letters provided by Palmco both show a mailing address of Bethel, Ohio 45106. Please explain why Palmco sent the Welcome Letters for both accounts to this address.

Also, I'm not showing that I've received the Sales call for this enrollment yet. Please advise if the sales call is available and if not, why not.

Thank you.

Sincerely,

Christina Cassady Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Lead 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 9:28 AM To: contactthepuco@puco.ohio.gov Cc: compliancc@indraenergy.com <u>Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397 [</u>

Hello Christina,

The customer did not express any concerns with her other electric account, and as result the final bill for that account was not adjusted. I've included chart below detailing the final bill charges for that account, which is also in the Duke territory.

Begin Read Date	End Read Date	Billed Usage		Supply Charge
1/23/2019	2/21/2019	27	\$0.20741	\$5.60

William Schaaf - Asst. Compliance Officer



From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us] Sent: Friday, March 15, 2019 8:50 AM To: William Schaaf <wschaaf@indraenergy.com> Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397 [ ref:\_00Dt0GzXt.\_500t0FNK0G:ref ]

Good morning Mr. Schaaf.

Thank you for the prompt response. However, if the customer enrolled two electric accounts with Palmco, were both account adjusted for the final month for service? If not, what rate per kwh was billed for the other account and how much was the total charge for the final month of service? And, was the other account also in the Duke service territory?

Thank you.

Sincerely,

## Christina Cassady

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

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------ Original Message ------From: William Schaaf [wschaaf@indraenergy.com] Sent: 3/14/2019 6:00 PM To: contactthepuco@puco.ohio.gov Cc: compliance@indraenergy.com Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397 [

Hello Christina and the PUCO,

Regarding Case # 00257397,

Ms. Enrolled two electric accounts in Palmco's variable rate plan on 7/24/18, as the result of a telephone sale. 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 both electric accounts on 8/21/18.

Electric Plan: Variable. This included a two-month introductory rate of 5.8 cents per kWh, after which rate would vary month-to-month.

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 her of this brand name change.

On 1/15/19, 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. Both of the customer's electric accounts stopped receiving our supply on 2/21/19. The customer had also requested an adjustment of her most recent bill for account and was advised that her account would be escalated for further review.

Upon review, in the interest of customer satisfaction and to provide the customer with the effect of an expedited return to her utility's standard offer, we proceeded with rerating the customer's final bill the effect of an expedited return to on file for her utility (6.15 cents). This resulted in an adjustment of \$1,165.37 for the onling cycle of 1/23/19 - 2/21/19, which was sent to the customer's utility in order be applied to the account. We've included a chart below detailing our calculations for this adjustment.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:		Amt Due Customer
	2/21/2019	1 million (1 million (	\$1,656.63		\$491.26	\$1,165.37

We provided this customer with the information regarding this adjustment. The customer still had concerns over her account, and at her request, we are mailing the customer a copy of the electric confirmation packet (which we had also attached here).

We will be providing you with the sales audio once we have it available; in the meantime, please 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

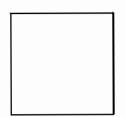
P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us] Sent: Friday, March 8, 2019 8:13 AM To: Indra Energy Compliance <Compliance@indraenergy.com> Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397

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# Initial Submission of a Consumer Complaint

## Marketer of Natural Gas

# Please Respond Within 3 Business Days

CASE ID: 00257397	
CUSTOMER:	
ADDRESS:	Bethel, Ohio 45106
SERVICE ADDRESS:	Bethel, Ohio 45106
AIQ: Palmco Energy OH L	LC

\*\*\*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 morning.

According to Ms. due to the unauthorized enrollment of her Duke

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Energy account with Indra Energy, she is facing the disconnection of her service. She states that since January 2019 Indra Energy has billed her approximately \$3300 for supply service.

Please review this issue and advise:

1. When, how, and by whom the enrollment with Indra Energy was completed.

2. If Indra is supplying both natural gas and electric generation service to this customer.

3. What Indra has billed this customer since the start of the service.

4. If a request to cancel the service has been received. If so, will any ETFs applicable to the enrollment be waived? And if not, why not.

Additionally, please provide copies of all enrollment materials associated with this account, including:

- 1. Any TPV completed
- 2. The sales call if the enrollment was telephonic

3. The signed agreement for service if enrollment was by direct customer contact

4. The Welcome Letter with the terms and conditions of service.

Thank you.

Sincerely,

## **Christina Cassady**

Public Utilities Commission of Ohio

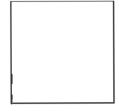
Service Monitoring and Enforcement Department

Lead 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.\_500t0FNK0G:ref



Sariah	Brinker
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From:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us></contactthepuco@puc.state.oh.us>
Sent:	Friday, March 15, 2019 8:50 AM
То:	William Schaaf
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397

Good morning Mr. Schaaf.

Thank you for the prompt response. However, if the customer enrolled two electric accounts with Palmco, were both account adjusted for the final month for service? If not, what rate per kwh was billed for the other account and how much was the total charge for the final month of service? And, was the other account also in the Duke service territory?

Thank you.

Sincerely,

Christina Cassady Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Lead 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: 3/14/2019 6:00 PM To: contactthepuco@puco.ohio.gov Cc: compliance@indraenergy.com Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397 [

Hello Christina and the PUCO,

Regarding Case # 00257397,

Ms. Encodemolectric accounts in Palmco's variable rate plan on 7/24/18, as the result of a telephone sale. 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 both electric accounts on 8/21/18.

Electric Plan: Variable. This included a two-month introductory rate of 5.8 cents per kWh, after which rate would vary month-to-month.

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 her of this brand name change.

On 1/15/19, 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. Both of the customer's electric accounts stopped receiving our supply on 2/21/19. The customer had also requested an adjustment of her most recent bill for account was advised that her account would be escalated for further review.

Upon review, in the interest of customer satisfaction and to provide the customer with the effect of an expedited return to her utility's standard offer, we proceeded with rerating the customer's final bill **and the effect of an** expedited return to on file for her utility (6.15 cents). This resulted in an adjustment of \$1,165.37 for the billing cycle of 1/23/19 - 2/21/19, which was sent to the customer's utility in order be applied to the account. We've included a chart below detailing our calculations for this adjustment.

Begin Date			Supply Charge	ReRate To:	Sector Se	Amt Due Customer
1/23/2019	2/21/2019	7988	\$1,656.63	\$0.0615	\$491.26	\$1,165.37

We provided this customer with the information regarding this adjustment. The customer still had concerns over her account, and at her request, we are mailing the customer a copy of the electric confirmation packet (which we had also attached here).

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We will be providing you with the sales audio once we have it available; in the meantime, please 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

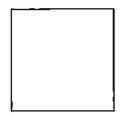
www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us] Sent: Friday, March 8, 2019 8:13 AM To: Indra Energy Compliance <Compliance@indraenergy.com> Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257397

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# Initial Submission of a Consumer Complaint

## **Marketer of Natural Gas**

# Please Respond Within 3 Business Days

CASE ID: 00257397	
CUSTOMER:	
ADDRESS:	Bethel, Ohio 45106
SERVICE ADDRESS:	Bethel, Ohio 45106
AIQ: Palmco Energy OH LLC	D

\*\*\*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 morning.

According to Ms. **Example** due to the unauthorized enrollment of her Duke Energy account with Indra Energy, she is facing the disconnection of her service. She states that since January 2019 Indra Energy has billed her approximately \$3300 for supply service.

Please review this issue and advise:

1. When, how, and by whom the enrollment with Indra Energy was completed.

2. If Indra is supplying both natural gas and electric generation service to

this customer.

3. What Indra has billed this customer since the start of the service.

4. If a request to cancel the service has been received. If so, will any ETFs applicable to the enrollment be waived? And if not, why not.

Additionally, please provide copies of all enrollment materials associated with this account, including:

1. Any TPV completed

2. The sales call if the enrollment was telephonic

3. The signed agreement for service if enrollment was by direct customer contact

4. The Welcome Letter with the terms and conditions of service.

Thank you.

Sincerely,

## **Christina Cassady**

Public Utilities Commission of Ohio

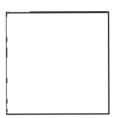
Service Monitoring and Enforcement Department

Lead 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:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us></contactthepuco@puc.state.oh.us>
Sent:	Monday, March 18, 2019 8:47 AM
To: Subject:	Indra Energy Compliance PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258888 [ref:_00Dt0GzXt 500t0FnEa7:ref]



Initial Submission of a Consumer Complaint

Marketer of Natural Gas

# Please Respond Within 3 Business Days

CASE ID: 00258888

COMPANY:	
CUSTOMER:	
ADDRESS:	Delphos, Ohio 45833
SERVICE ADDRESS:	Delphos, Ohio 45833
AIQ: Palmco Energy OH LL	.C
SERVICE ACCOUNT NUM	BER:
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:

The two most recent bills were for \$202.91 (\$7.98 per mcf) and \$474 (\$17.364 per mcf). Caller states that he had enrolled in May 2018 off of a mailer and he does not recall if he went through a TPV.

He contacted Indra on 2/25 and was advised that they would be back with him within 3-5 days and he has yet to hear from them. He had sent a check to DEO for about half of the \$474 on 3/1 and DEO is wanting the entire payment. He would like his bill re-rated and account cancelled due to the outrageous rate.

#### PUCO Question(s):

How and when was this customer signed up? Who agreed to the contract? How much was the term rate? Fixed or variable? If applicable, when was the reminder sent to address regarding the contract end date? Please provide a copy of the contract, call script, recorded call with the customer and marketer and TPV.

Sincerely,

#### Kelly Mabra

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.\_500t0FnEa7:ref

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#### Sariah Brinker

From:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us></contactthepuco@puc.state.oh.us>	
Sent:	Tuesday, March 26, 2019 4:41 PM	
To:	William Schaaf	
Cc:	Indra Energy Compliance	
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258888 500t0FnEa7:ref ]	[ ref:_00Dt0GzXt

Based on the sales call, the re-rates should be for gas and electric. One rep said he would get 8% discount for 12 months and that the same benefits are on the gas.

When he complained someone else got on the line and said he pays \$2.76 mcf for gas and with this he will pay \$2.30 per mcf and he pays 5530 kwh for electric and would pay 5100 with them. Thus, the offers for one month of a re-rate is not enough. Please provide re-rates for both gas and electric due to the misleading sales call.

------Original Message ------From: William Schaaf [wschaaf@indraenergy.com] Sent: 3/22/2019 12:56 PM To: contactthepuco@puco.ohio.gov Cc: compliance@indraenergy.com Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258888 [ ref:\_00Dt0GzXt.\_500t0FnEa7:ref]

Hello Kelly and the PUCO,

Regarding Case # 00258888,

Mr. **Exercise** enrolled his gas and electric accounts in Palmco's service on 5/3/18, as the result of a telephone sale. We've attached the sales call audio and 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 5/21/18 and 6/5/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$2.30 per Mcf, after which the rate would vary month-to-month. No ETFs.

**Electric Plan:** 13-Month Two-Phase Fixed Plan, including 5.1 cents for the initial month, followed by 7.4 cents for the remaining 12 months. No ETFs.

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

We received an inbound pending drop transaction for the customer's gas account on 2/1/19, which was processed without penalty. Per the determination of DEO, the customer's gas account stopped receiving our supply on 2/21/19.

On 2/25/19, Mr. **Example 1** contacted our Customer Service line regarding his last gas bill, and was advised that his account would be escalated for further review. Unfortunately, the customer's account was not escalated until after we received this complaint. Upon review, in the interest of customer satisfaction and to provide the customer with an expedited return to his gas utility's standard service, we are willing to rerate the customer's final gas bill to the rate we have on file for his gas utility. We've included a chart below detailing our calculations for this adjustment, which will be sent to the customer's gas utility in order to be applied to his account. We attempted to follow up with the customer to inform him of his adjustment, but were only able to leave a voicemail message.

Begin Date	End Date		Supply Charge	ReRate To:		Amt Due Customer
1/22/2019	2/21/2019	212	\$368.12	\$0.3020	\$64.02	\$3 <u>04.10</u>

The customer's electric account is currently set to continue receive our supply according to the fixed rate terms the customer agreed to at the time of enrollment.

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

William Schaaf - Asst. Compliance Officer



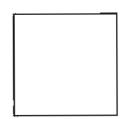
1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us> Sent: Monday, March 18, 2019 8:47 AM To: Indra Energy Compliance <Compliance@indraenergy.com> Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258888 [ ref: 00Dt0GzXt.\_500t0FnEa7:ref ]



Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00258888		
COMPANY:		
CUSTOMER:		
ADDRESS:	Delp <b>h</b> os,	Ohio 45833
SERVICE ADDRESS:		Delphos, Ohio 45833
AIQ: Palmco Energy OH LLC	;	
SERVICE ACCOUNT NUMB	ER:	
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:

The two most recent bills were for \$202.91 (\$7.98 per mcf) and \$474 (\$17.364 per mcf). Caller states that he had enrolled in May 2018 off of a mailer and he does not recall if he went through a TPV.

He contacted Indra on 2/25 and was advised that they would be back with him within 3-5 days and he has yet to hear from them. He had sent a check to DEO for about half of the \$474 on 3/1 and DEO is wanting the entire payment. He would like his bill re-rated and account cancelled due to the outrageous rate.

#### PUCO Question(s):

How and when was this customer signed up? Who agreed to the contract? How much was the term rate? Fixed or variable? If applicable, when was the reminder sent to address regarding the contract end date? Please provide a copy of the contract, call script, recorded call with the customer and marketer and TPV.

Sincerely,

#### Kelly Mabra

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.\_500t0FnEa7:ref

## Sariah Brinker

From:	William Schaaf	
Sent:	Wednesday, March 27, 2019 10:19 AM	
То:	PUCO Consumer Call Center	
Cc:	Indra Energy Compliance	
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 002588888 [ref:_00Dt0GzXt 500t0FnEa7:ref]	

#### Good morning,

We will honor your request to rerate the customer's gas and electric accounts. I've included charts below detailing our calculations for these adjustments. The customer's gas account was previously dropped and stopped receiving our supply on 2/21/19. The customer's electric account has also been dropped, and any upcoming final bills are set to be billed at the rate of \$0.0553, which is the rate we have on file for the customer's electric utility. These adjustments will be sent to the customer's gas and electric utilities to be applied to the accounts.

Begin Date	End Date	Billeđ Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/22/2019	2/21/2019	212	\$368.12	\$0.3020	\$64.02	\$304.10
12/19/2018	1/22/2019	207	\$165.21	\$0.3712	\$76.84	\$88.37
11/16/2018	12/19/2018	185	\$153.92	\$0.4785	\$88.52	\$65.40
10/18/2018	11/16/2018	132	\$122.73	\$0.3255	\$42.97	\$79.76
9/19/2018	10/18/2018	42	\$36.46	\$0.3091	\$12.98	\$23.48
8/20/2018	9/19/2018	14	\$15.22	\$0.2965	\$4.15	\$11.07
7/20/2018	8/20/2018	9	\$2.21	\$0.2892	\$2.60	-\$0.39
6/20/2018	7/20/2018	9	\$2.21	\$0.3066	\$2.76	-\$0.55
5/21/2018	6/20/2018	13	\$3.19	\$0.2945	\$3.83	-\$0.64
	-					\$570.60

#### Electric Acct

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/4/2019	3/6/2019	571	\$42.25	\$0.0553	\$31.58	\$10.67
1/8/2019	2/4/2019	541	\$40.03	\$0.0553	\$29.92	\$10.11
12/4/2018	1/8/2019	915	\$67.71	\$0.0553	\$50.60	\$17.11
11/1/2018	12/4/2018	677	\$50.10	\$0.0553	\$37.44	\$12.66
10/3/2018	11/1/2018	548	\$40.55	\$0.0553	\$30.30	\$10.25
8/31/2018	10/3/2018	771	\$57.05	\$0.0553	\$42.64	\$14.41
8/3/2018	8/31/2018	744	\$55.06	\$0.0553	\$41.14	\$13.92
7/6/2018	8/3/2018	832	\$61.57	\$0.0553	\$46.01	\$15.56
6/5/2018	7/6/2018	652	\$33.25	\$0.0553	\$36.06	-\$2.81
		-	<u>.</u> ,			\$101.89

#### 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: Tuesday, March 26, 2019 4:41 PM To: William Schaaf <wschaaf@indraenergy.com> Cc: Indra Energy Compliance <Compliance@indraenergy.com> Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258888 [ ref:\_00Dt0GzXt.\_500t0FnEa7:ref ]

Based on the sales call, the re-rates should be for gas and electric. One rep said he would get 8% discount for 12 months and that the same benefits are on the gas.

When he complained someone else got on the line and said he pays \$2.76 mcf for gas and with this he will pay \$2.30 per mcf and he pays 5530 kwh for electric and would pay 5100 with them. Thus, the offers for one month of a re-rate is not enough. Please provide re-rates for both gas and electric due to the misleading sales call.

Original Message -----From: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/22/2019 12:56 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258888 [
ref: \_00Dt0GzXt. \_500t0FnEa7:ref ]

Hello Kelly and the PUCO,

Regarding Case # 00258888,

Mr. Second enrolled his gas and electric accounts in Palmco's service on 5/3/18, as the result of a telephone sale. We've attached the sales call audio and 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 5/21/18 and 6/5/18, respectively.

**Gas Plan:** Variable. This included a two-month introductory rate of \$2.30 per Mcf, after which the rate would vary month-to-month. No ETFs.

**Electric Plan:** 13-Month Two-Phase Fixed Plan, including 5.1 cents for the initial month, followed by 7.4 cents for the remaining 12 months. No ETFs.

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

We received an inbound pending drop transaction for the customer's gas account on 2/1/19, which was processed without penalty. Per the determination of DEO, the customer's gas account stopped receiving our supply on 2/21/19.

On 2/25/19, Mr. **Sector** contacted our Customer Service line regarding his last gas bill, and was advised that his account would be escalated for further review. Unfortunately, the customer's account was not escalated until after we received this complaint. Upon review, in the interest of customer satisfaction and to provide the customer with an expedited return to his gas utility's standard service, we are willing to rerate the customer's final gas bill to the rate we have on file for his gas utility. We've included a chart below detailing our calculations for this adjustment, which will be sent to the customer's gas utility in order to be applied to his account. We attempted to follow up with the customer to inform him of his adjustment, but were only able to leave a voicemail message.

Begin Date	End Date		Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/22/2019	2/21/2019	212	\$368.12	\$0.3020	\$64.02	\$304.10

The customer's electric account is currently set to continue receive our supply according to the fixed rate terms the customer agreed to at the time of enrollment.

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

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200

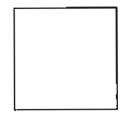
Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us> Sent: Monday, March 18, 2019 8:47 AM To: Indra Energy Compliance <Compliance@indraenergy.com> Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258888 [ ref:\_00Dt0GzXt.\_500t0FnEa7:ref ]



Initial Submission of a Consumer Complaint

**Marketer of Natural Gas** 

## Please Respond Within 3 Business Days

CASE ID: 00258888	
COMPANY:	
CUSTOMER:	
ADDRESS:	Delphos, Ohio 45833
SERVICE ADDRESS:	Delphos, Ohio 45833
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:

The two most recent bills were for \$202.91 (\$7.98 per mcf) and \$474 (\$17.364 per mcf). Caller states that he had enrolled in May 2018 off of a mailer and he does not recall if he went through a TPV.

He contacted Indra on 2/25 and was advised that they would be back with him within 3-5 days and he has yet to hear from them. He had sent a check to DEO for about half of the \$474 on 3/1 and DEO is wanting the entire payment. He would like his bill re-rated and account cancelled due to the outrageous rate.

### PUCO Question(s):

How and when was this customer signed up? Who agreed to the contract? How much was the term rate? Fixed or variable? If applicable, when was the reminder sent to address regarding the contract end date? Please provide a copy of the contract, call script, recorded call with the customer and marketer and TPV.

Sincerely,

### Kelly Mabra

Public Utilities Commission of Ohio

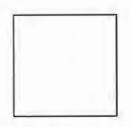
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

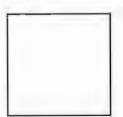
www.PUCO.ohio.gov

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
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From:	William Schaaf
Sent:	Friday, March 22, 2019 12:56 PM
To:	PUCO Consumer Call Center
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258888 [ref:_00Dt0GzXt 500t0FnEa7:ref]
Attachments:	TPV.mp3; Second Sales Call.mp3 Gas Confirmation
	Package.pdf; Schwaiger-Electric Confirmation Package.pdf; Indra Postcard.pdf

Hello Kelly and the PUCO,

Regarding Case # 00258888,

Mr. **Example** nrolled his gas and electric accounts in Palmco's service on 5/3/18, as the result of a telephone sale. We've attached the sales call audio and 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 5/21/18 and 6/5/18, respectively.

**Gas Plan:** Variable. This included a two-month introductory rate of \$2.30 per Mcf, after which the rate would vary month-to-month. No ETFs.

**Electric Plan:** 13-Month Two-Phase Fixed Plan, including 5.1 cents for the initial month, followed by 7.4 cents for the remaining 12 months. No ETFs.

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

We received an inbound pending drop transaction for the customer's gas account on 2/1/19, which was processed without penalty. Per the determination of DEO, the customer's gas account stopped receiving our supply on 2/21/19.

On 2/25/19, Mr. **Example 1** contacted our Customer Service line regarding his last gas bill, and was advised that his account would be escalated for further review. Unfortunately, the customer's account was not escalated until after we received this complaint. Upon review, in the interest of customer satisfaction and to provide the customer with an expedited return to his gas utility's standard service, we are willing to rerate the customer's final gas bill to the rate we have on file for his gas utility. We've included a chart below detailing our calculations for this adjustment, which will be sent to the customer's gas utility in order to be applied to his account. We attempted to follow up with the customer to inform him of his adjustment, but were only able to leave a voicemail message.

Begin Date	End Date		Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/22/2019	2/21/2019	212	\$368.12	\$0.3020	\$64.02	\$304.10

The customer's electric account is currently set to continue receive our supply according to the fixed rate terms the customer agreed to at the time of enrollment.

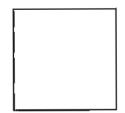
Let us know if we can be of any further assistance. Thank you.

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 <contactthepuco@puc.state.oh.us> Sent: Monday, March 18, 2019 8:47 AM To: Indra Energy Compliance <Compliance@indraenergy.com> Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258888 [ ref:\_00Dt0GzXt.\_500t0FnEa7:ref ]



## Initial Submission of a Consumer Complaint

Marketer of Natural Gas

### Please Respond Within 3 Business Days

CASE ID: 00258888	
COMPANY:	
CUSTOMER:	
ADDRESS:	Delphos, Ohio 45833
SERVICE ADDRESS	Delphos, Ohio 45833
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:

The two most recent bills were for \$202.91 (\$7.98 per mcf) and \$474 (\$17.364 per mcf). Caller states that he had enrolled in May 2018 off of a mailer and he does not recall if he went through a TPV.

He contacted Indra on 2/25 and was advised that they would be back with him within 3-5 days and he has yet to hear from them. He had sent a check to DEO for about half of the \$474 on 3/1 and DEO is wanting the entire payment. He would like his bill re-rated and account cancelled due to the outrageous rate.

### PUCO Question(s):

How and when was this customer signed up? Who agreed to the contract? How much was the term rate? Fixed or variable? If applicable, when was the reminder sent to address regarding the contract end date? Please provide a copy of the contract, call script, recorded call with the customer and marketer and TPV.

Sincerely,

### Kelly Mabra

Public Utilities Commission of Ohio

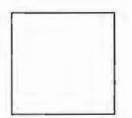
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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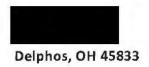
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PALMcoEnergy 8751 18th Avenue Brooklyn, NY 11214

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

5/7/2018



### 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 \$2.30000/Mcf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit PALMco's website at https://palmcoenergy.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 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

# PALMCO

### **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 UT/LITY (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 PALMco at

CustomerService@PalmcoEnergy.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 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(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.

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.

<u>Electric Variable Price (when applicable)</u>: 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. You can access future variable pricing information, updated monthly, by visiting PALMco's website at https://palmcoenergy.com/ohio/ohiovariable-rates/ or by calling (877) 726-5862.

<u>Other Charges:</u> 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.

<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, 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 ond 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 ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO 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

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 utility'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.17-12.19

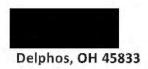
projected to be used to generate this product and the actual resources used during this period.       I.M.       33%       Hydro 1%       Hydro 1%       Biomass 0.5%         Environmental Characteristics- A description of the characteristics- associated with each possible generation resource.       Biomass Power       Air Emissions and Solid Waste       Nuclear 37%         Nuclear 37%       Biomass Power       Air Emissions and Solid Waste       Nuclear 2.5%       Nuclear 3.5.5%         Environmental Characteristics- A description of the characteristics- associated with each possible generation resource.       Biomass Power       Air Emissions and Solid Waste         Nuclear Power       Air Emissions and Solid Waste       Nuclear Power       Radioactive Waste         Other Sources       Unknown Impacts       Unknown Impacts         Wind Power       No Significant Impacts       Minopacts         Wind Power       Wildlife Impacts       Air Emissions on dioxide         Nitrogen oxides       Sulfur Dioxide       Imigen exides         Sulfur Dioxide       Regional Average       Regional Average         Radioactive waste associated with the associated with the       Type:       Quantity:		Environmental Disclosure Informat PALMco Powe	r OH, LLC		
Generation Resource Mix - A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.       Projected 0.5% 0.5% 0.5% 0.5%       Actual Natural Gas 0.5% 0.5%         Environmental Characteristics associated with the each possible generation resource.       Biomass Power       Air Emissions and Solid Waste         Environmental Characteristics associated with the actual air emissions.       Biomass Power       Air Emissions and Solid Waste         Environmental Characteristics associated with the actual air emissions.       Biomass Power       Air Emissions and Solid Waste         Image: Control of the characteristics associated with the actual air emissions.       Biomass Power       Air Emissions and Solid Waste         Image: Control of the characteristics associated with the actual air emissions for this period compared to the regional actual air emissions.       Carbon dioxide Nitrogen oxides Sulfur Dioxide       Carbon dioxide Nitrogen oxides       Carbon dioxide Nitrogen oxides         Regional Average       Midple Level Radioactive Waste       Unknown Wildifie Impacts       Carbon dioxide Nitrogen oxides         Sulfur Dioxide       Nitrogen oxides       Regional Average       Carbon dioxide Nitrogen oxides         Sulfur Dioxide       Midple Level Radioactive Waste       Unknown       Lbs/1,000 kWh					
Resource Mix - A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.       Natural Gas 25%       Other 0.5%       Natural 0.5%         Nuclear 37%       0.5%       Coal 33%         Nuclear 37%       0.5%       0.5%         Nuclear Characteristics       Nuclear Nuclear Power       Air Emissions and Solid Waste         Nuclear Power       Natural Gas Power       Air Emissions and Solid Waste         Other Power       Natural Gas Power       No Significant Impacts         Nuclear Power       Natoral Solid Waste       0.0         Other Sources       Unknown Impacts       0.0         Nitrogen oxides       Solid Power       No Significant Impacts         Nitrogen oxides       Sulfur Dioxide       Nitrogen oxides <th><del></del></th> <th>Actual Data for the Period</th> <th>01/01/17 to 12/31/17</th>	<del></del>	Actual Data for the Period	01/01/17 to 12/31/17		
Mix -       A comparison         A comparison       Gas         Sources of       generation         projected to be       0.5%         used to generate       1.5%         this product and       2.5%         the actual       2.5%         Nuclear       0.5%         Wind,       2.5%         Nuclear       0.5%         A description of       Natural Gas Power         A description of       Natural Gas Power         Nuclear Power       Arit Emissions and Solid Waste         Nuclear Power       Natural Gas Power         Nuclear Power       No Significant Impacts         Unknown Impacts       Unknown Impacts         Unknown Purchased Resources       Unknown Impacts         Wind Power       Widlife Impacts         Air Emissions -       Sulfur Dioxide         Sulfur Dioxide       Re		Projected	Actual		
A comparison       Gas       Other         between the       25%       Other         ources of       generation       0.5%         projected to be       25%       0.5%         used to generate       1.5%       0.5%         Wind,       2.5%       0.5%         Wind,       2.5%       0.5%         Wind,       2.5%       0.5%         Wind,       2.5%       0.5%         Characteristics       3.7%       0.5%         A description of       Hydro Power       Air Emissions and Solid Waste         A description of resources       Natural Gas Power       Air Emissions and Solid Waste         Nuclear Power       Air Emissions and Solid Waste       0.5%         Valear Power       Air Emissions and Solid Waste       0.5%         Other Sources       Unknown Impacts       Unknown Impacts         Wind Power       Wind Power       Work emissions of Solid Waste         Other Sources       Unknown Impacts       Wind Power         Air Emissions of this       Significant Impacts       Wind Power         Vind Power       No Significant Impacts       Unknown Impacts         Wind Power       Silfur Dioxide       Regional Average         Sulfur		Natural			
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PALMcoEnergy 8751 18th Avenue Brooklyn, NY 11214

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

5/7/2018



### 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 AEP. You will receive a confirmation notice from AEP 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: Initial Rate of \$0.05100/kWh for the first month followed by a Fixed Rate of \$0.07400/kWh for the remaining 12 months.

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

# PALMECO

### **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 PALMco at

CustomerService@PalmcoEnergy.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 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(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.

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

certain transmission, capacity, ancillary, and costs, 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. You can access future variable pricing information, updated monthly, by visiting PALMco's website at https://palmcoenergy.com/ohio/ohiovariable-rates/ or by calling (877) 726-5862.

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.

<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, 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 cansent 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 PROCEOURES 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 anv 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.

<u>NO WARRANTIES.</u> 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.

<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.

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 utility'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.17-12.19

		PALMco Power O			
		ted Data for the 2017			
	Actual Da	ta for the Period 01/	01/17 to 12/31	./17	
Generation		Projected		Actual	
Resource Mix -	Natural	·			
A comparison	Gas		Natural Gas.	Other	
between the	25%	Other	27%	0.5%	Coal
sources of		0.5%			_33%
generation	Hydro	Coal			
projected to be		33%	Hydro		
used to generate			1%	700	_ Biomass
this product and	Wind,	Biomass		Y	0.5%
the actual	2.5%	0.5%	Wind_		0.970
resources used	Nuclear		2.5%	Nuclear	
during this period.	37%			35.5%	
	l		ļ		
Environmental	Biomass Power		<u>kir Emissions and S</u>	Solid Waste	
Characteristics-	Coal Power		Air Emissions and S	Solid Waste	
	Hydro Power		Wildlife Impacts		
A description of	Natural Gas Power		Air Emissions and Solid Waste		
the characteristics	Nuclear Power		Radioactive Waste		
associated with	Oil Power		Air Emissions and S	Solid Waste	
each possible	Other Sources		Unknown Impacts		
generation resource,	Solar Power		lo Significant Impa	acts	
lesource,	Unknown Purchased		Inknown Impacts		
1	Wind Power		Vildlife Impacts		
Air Emissions –			·		
	·				
Product-specific					
projected and	Carbon dioxide				
actual air				Actual	
emissions for this	Nitrogen oxides				
period compared to the regional			nummumumun		ed
average air	Sulfur Dioxide				<u> </u>
emissions.	Sultur Dioxide				
	J		Regional	Average	_ ]
Radioactive					
Waste -	Т	уре:	Ou	antity:	1
	High-Level Radioactive Waste		Unknown		4
Radioactive waste				Lbs./1,000 kWh	
associated with the	Low-Level Radioac	tive Waste	Unknown	F13/4 AAA 1110	
product.				Ft³/1,000 kWh	J

# 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 875 18th Avenue Brooklyn, NY 11214 | 1.877.726.5862 | PalmcoEnergy.com

### **Orpheus Craigue**

From:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us></contactthepuco@puc.state.oh.us>
Sent:	Friday, March 8, 2019 9:01 AM
To:	Indra Energy Compliance
Subject:	PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257457 [ref:_00Dt0GzXt500t0FNLDV:ref]



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

CASE ID: 00257457 COMPANY:	
CUSTOMER:	
ADDRESS:	Telede Ohio 43609
SERVICE ADDRESS:	Toledo, Ohio 43609
AIQ: Palmco Energy OH LLC	

\*\*\*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:

Mr. states he never gave authorization for Indra to enroll him in service. He states that his bill increased drastically and he noticed that Indra was listed as the supplier on his bill. He tried to contact Indra to dispute the enrollment and charges, but he was unable to reach a representative.

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

5. Please provide a copy of the sales call, TPV, welcome letter with terms and conditions, renewal notifications, 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.

ref:\_00Dt0GzXt.\_500t0FNLDV:ref

William Schaaf	
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From:	William Schaaf
Sent:	Wednesday, March 13, 2019 3:56 PM
To:	PUCO Consumer Call Center
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257457 [ref:_00Dt0GzXt 500t0FNLDV:ref]
Attachments:	TPV.MP3; Agreement.pdf; Confirmation Pack-Gas.pdf; Confirmation Pack-Gas.pdf;

Hello Leah and the PUCO,

Regarding Case # 00257457,

This customer's gas and electric accounts were enrolled in Palmco's service on 3/18/17, 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. The enrollment was completed by Ms. **Service and Who indicated** she was authorized to enroll the accounts. Palmco began servicing the customer's gas and electric accounts on 3/24/17 and 4/4/17, respectively.

**Gas Plan:** Variable. This included a three-month introductory rate of 34.98 cents per Ccf, after which the rate would vary month-to-month.

**Electric Plan:** Variable. This included a three-month introductory rate of 6.28 cents per kWh, after which rate would vary month-to-month.

On 2/12/18, we received an inbound drop transaction for the customer's electric account. No termination fees were issued for cancellation, and the customer's electric account stopped receiving our supply on 3/5/18.

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

On 3/7/19, we received an inbound drop transaction for the customer's gas account. No termination fees were issued for cancellation, and the customer's gas account stopped receiving our supply on 2/25/19.

Taking into account the customer's concerns and their stated difficulties in getting through to a live CSR, we're going to rerate the customer's final gas bill as described below. This will provide the customer with the financial effect of returning to their gas utility's standard service about a month and a half prior to the date of their requested cancellation.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/25/2019	2/25/2019	186	\$348.36	\$0.4180	\$77.75	\$5.64	\$83.39	\$264.97

Increased call volume in recent weeks has led to increased hold times for customers calling in to Indra's toll-free line (and which peaked during the week of March 5<sup>th</sup>); Indra has been aggressively working on ensuring adequate staff are available for both inbound and outbound calls to continue to reduce customer hold times and ensure customer needs are met in a timely manner. We understand this customer may have been inconvenienced, and are happy to take the course of action described above to help ensure a satisfactory resolution to their concerns.

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

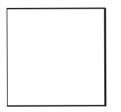
William Schaaf - Asst. Compliance Officer



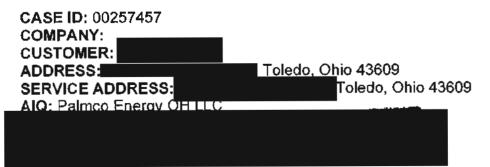
www.IndraEnergy.com

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

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us] Sent: Friday, March 8, 2019 9:01 AM To: Indra Energy Compliance <Compliance@indraenergy.com> Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257457 [ ref:\_00Dt0GzXt.\_500t0FNLDV:ref ]



Initial Submission of a Consumer Complaint Marketer of Natural Gas 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. 4901:1-29-06(D)(6)(b)(v)\*\*\*

### DESCRIPTION OF ISSUE:

Mr. States he never gave authorization for Indra to enroll him in service. He states that his bill increased drastically and he noticed that Indra was listed as the supplier on his bill. He tried to contact Indra to dispute the enrollment and charges, but he was unable to reach a

representative.

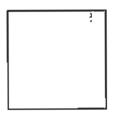
- 1. When and how was the customer solicited?
- 2. What was the agreed upon rate and for how long?
  - 3. When was the start service date?
- 4. If the customer has cancelled service, when is the stop service date?
- 5. Please provide a copy of the sales call, TPV, welcome letter with terms and conditions,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



ref:\_00Dt0GzXt.\_500t0FNLDV:ref

### **Orpheus Craigue**

From:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us></contactthepuco@puc.state.oh.us>
Sent:	Thursday, March 7, 2019 3:06 PM
To:	Indra Energy Compliance
Subject:	PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256900 [ref:_00Dt0GzXt500t0FN6Mb:ref]



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

CASE ID: 00256900	
COMPANY:	
CUSTOMER: 0,000	
ADDRESS:	Canton, Ohio 44706
SERVICE ADDRESS:	, Canton, Ohio
44706	
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:**

The customer called and stated that she signed up with Indra on 11/17/18 for a 3 months contract for \$2.80/mcf. She is saying that her rate before that was \$4.64/mcf. Indra took over her account in Dec 2018, it was supposed to be from Jan-March, but she received her Feb bill and they are charging her a rate of \$17.364/mcf. Her gas bill is \$207.68 for 9.24mcfs used.

### PUCO Question(s):

How and when was this customer signed up? Who agreed to the contract? How much was the term rate? Fixed or variable? If applicable, when was the reminder sent to address regarding the contract end date? Please provide a copy of the contract, call script, recorded call with the customer and marketer and TPV.

Sincerely,

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Kelly Mabra 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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### William Schaaf

From:	William Schaaf
Sent:	Wednesday, March 13, 2019 5:42 PM
To:	PUCO Consumer Call Center
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256900 [ref:_00Dt0GzXt 500t0FN6Mb:ref ]
Attachments:	PV.MP3; Agreement.pdf; Confirmation Pack-Gas.pdf; I
	Confirmation Pack-Electric.pdf

Hello Kelly and the PUCO,

Regarding Case # 00256900,

Ms. Encode encoded her gas and electric accounts in Indra's service on 11/17/18, 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 12/3/18, 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 3/5/19, Ms. **Sector** contacted our Customer Service line and requested to cancel her service with Indra. Outbound drop transactions 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 4/2/19 and 4/14/19, respectively.

Due to the customer's concerns with her gas bill, in order to provide the customer with the effect of an expedited return to her gas utility's standard service, we are willing to rerate the customer's most recent gas bill to the rate we have on file for her gas utility, and will also adjust the customer's final gas bill, once it is rendered. We've included a chart below detailing our calculations for this adjustment. This will ultimately provide the customer with the effect of having received Indra's introductory gas rate for her first two billing cycles, and then having returned to her gas utility's standard service.

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	94	\$173.83	\$0.3020	\$28.39	\$1.85	\$30.23	\$143.60

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: Tuesday, March 12, 2019 3:38 PM To: Indra Energy Compliance <Compliance@indraenergy.com> Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256900 [ ref:\_00Dt0GzXt.\_500t0FN6Mb:ref ]



### Second Submission of a Consumer Complaint

Marketer of Natural Gas

### Please Respond Within 3 Business Days

CASE ID: 00256900

COMPANY:	
CUSTOMER:	
ADDRESS:	Canton, Ohio 44706
SERVICE ADDRESS: 44706	Canton, Ohio
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:

The customer called and stated that she signed up with Indra on 11/17/18 for a 3 months contract for \$2.80/mcf. She is saying that her rate before that was \$4.64/mcf. Indra took over her account in Dec 2018, it was supposed to be from Jan-March, but she received her Feb bill and they are charging her a rate of \$17.364/mcf. Her gas bill is \$207.68 for 9.24mcfs used.

### PUCO Question(s):

How and when was this customer signed up? Who agreed to the contract? How much was the term rate? Fixed or variable? If applicable, when was the reminder sent to address regarding the contract end date? Please provide a copy of the contract, call script, recorded call with the customer and marketer and TPV.

Sincerely,

### Kelly Mabra

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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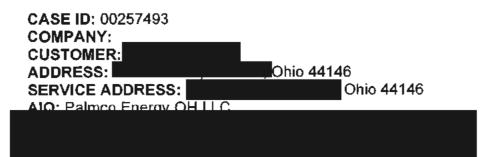
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### **Orpheus Craigue**

From:	PUCO Consumer Call Center <contactthepuco@puc.state.oh.us></contactthepuco@puc.state.oh.us>
Sent:	Friday, March 8, 2019 2:33 PM
To:	Indra Energy Compliance
Subject:	PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257493 [ref:_00Dt0GzXt500t0FNLwG:ref]



### Initial Submission of a Consumer Complaint Marketer of Natural Gas 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. 4901:1-29-06(D)(6)(b)(v)\*\*\*

### DESCRIPTION OF ISSUE:

Caller states that he had enrolled with Indra at the end of Oct. He was being offered a rate \$2.60 per mcf. Caller was lead to believe that this was permanent and says that there is no mention of a variable rate in the written contract. The bill on 3/7 was billed a rate of \$17.40.

### PUCO Question(s):

How and when was this customer signed up? Who agreed to the contract? How much was the term rate? Fixed or variable? If applicable, when was the reminder sent to address regarding the contract end date? Please provide a copy of the contract, call script, recorded call with the customer and marketer and TPV.

Sincerely,

Kelly Mabra

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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### William Schaaf

From:	William Schaaf	
Sent:	Thursday, March 14, 2019 4:26 PM	
To:	PUCO Consumer Call Center	
Cc:	Indra Energy Compliance	
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257493 [ref:_00Dt0GzXt 500t0FNLwG:ref]	
Attachments:		

Hello Kelly and the PUCO,

Regarding Case # 00257493,

Mr. enrolled his gas account in Indra's variable rate plan on 10/29/18, 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 package sent to the customer detailing the terms of service. Indra began servicing the customer's account on 11/29/18.

**Gas Plan:** Variable. This included a two-month introductory rate of \$2.60 per Mcf, after which the rate would vary month-to-month.

On 3/7/19, Mr. contacted our Customer Service line and requested to cancel his service with Indra. An outbound drop was submitted, and the customer's utility (DEO) established an estimated service end date of 4/4/19. No termination fees were issued for the customer's decision to opt out of our supply.

In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his utility's standard offer, we are willing to rerate the customer's most recent gas bill to the rate we have on file for his gas utility, and will also adjust the customer's final bill, once it is rendered. We've included a chart below detailing our calculations for this adjustment, which amounts to \$94.49 for the billing cycle of 1/31/19 - 3/1/19. This will ultimately provide the customer with the effect of having received Indra's introductory rate for his first two billing cycles, and then have returned to the utility's standard service.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/31/2019	3/1/2019	61	\$114.39	\$0.3020	\$18.42	\$1.47	\$19.90	\$94.49

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

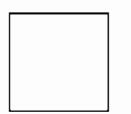
William Schaaf - Asst, Compliance Officer



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

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From: PUCO Consumer Call Center (mailto:contactthepuco@puc.state.oh.us) Sent: Wednesday, March 13, 2019 3:24 PM To: Indra Energy Compliance <Compliance@indraenergy.com> Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257493 [ ref:\_00Dt0GzXt.\_500t0FNLwG:ref ]



Second	Submission	of a Consume	r Complaint
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Marketer of Natural Gas

### Please Respond Within 3 Business Days

CASE ID: 00257493	CASE ID: 00257493				
COMPANY:					
CUSTOMER:					
ADDRESS: Bedford, Ohio 44146					
SERVICE ADDRESS:		Bedford, Ohio 44146			
AIQ: Palmco Energy OH LLC					

\*\*\*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:

Caller states that he had enrolled with Indra at the end of Oct. He was

being offered a rate \$2.60 per mcf. Caller was lead to believe that this was permanent and says that there is no mention of a variable rate in the written contract. The bill on 3/7 was billed a rate of \$17.40.

PUCO Question(s):

How and when was this customer signed up? Who agreed to the contract? How much was the term rate? Fixed or variable? If applicable, when was the reminder sent to address regarding the contract end date? Please provide a copy of the contract, call script, recorded call with the customer and marketer and TPV.

Sincerely,

### Kelly Mabra

Public Utilities Commission of Ohio

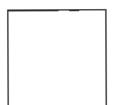
Service Monitoring and Enforcement Department

**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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ref:\_00Dt0GzXt.\_500t0FNLwG;ref\_\_\_\_\_

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/10/2019 12:11:21 PM

in

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

Summary: Exhibit Ex. 7 Part 4 Filed by the Office of the Ohio Consumers' Counsel electronically filed by Ms. Deb J. Bingham on behalf of Etter, Terry L.