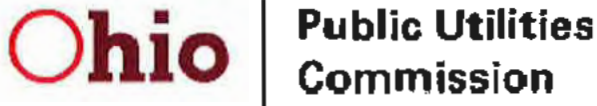


**Sariah Brinker**

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**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Monday, March 25, 2019 1:07 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260678 [ ref:\_00Dt0GzXt\_500t0GHZXV:ref ]



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

**CASE ID:** 00260678  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Columbus, Ohio 43206  
**SERVICE ADDRESS:** [REDACTED] Columbus, Ohio 43206  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
[REDACTED]

\*\*\*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. [REDACTED] contacted the PUCO disputing the enrollment with your company.

Please provide the following:  
If a sales call, the recording.  
If a door to door sale, a signed contract.  
A copy of the TPV.  
A copy of the contract and terms and conditions.  
A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

## Sariah Brinker

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**From:** Orpheus Craigue  
**Sent:** Monday, April 01, 2019 4:27 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260678 [ ref:\_00Dt0GzXt.\_500t0GHZXV:ref ]  
**Attachments:** Agreement.pdf; [REDACTED]TPV.mp3; Confirmation Package Electric.pdf; Confirmation Package Gas.pdf; Indra Postcard.pdf  
**Categories:** PUCO Complaint

Hello Samantha and PUCO,

Regarding Case # 00260678 [REDACTED]

Customer [REDACTED] enrolled both Palmco's gas and electric variable rate plans on 7/25/2017, as a result of a door-to-door sale. We've attached the agreement, TPV and confirmation packages sent detailing the terms of service.

Gas Plan: Introductory Rate of \$0.37980 for the first three billing cycles, and a variable rate thereafter.

Electric Plan: Introductory Rate of \$0.05260 for the first three billing cycles, and a variable rate thereafter.

Neither of these enrollments were in fixed rate plans, so the customer was not required to be sent any renewal notice.

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.

The AEP electric account had already been cancelled on 4/11/2018. No ETFs were issued.

On 3/21/2019 [REDACTED] contacted our Customer Service line and expressed unhappiness with her gas bill. The customer was offered a switch from variable plan to fixed, customer refused and requested account be cancelled. Per customers request account was dropped with no ETF's issued to the customer. Dominion East established service end date of 4/17/2019 for the gas account.

In her conversation with us, the customer also requested account be reviewed. Upon review, since the customer was dissatisfied with their recent variable bill, we're going to rerate the customer's most recent last two bills, as well as her upcoming final bill. 1/16/19-2/15/19 to the rate of 0.36398 resulting in a credit in the amount of \$371.50 and 2/14/19-3/15/19 to the rate of 0.36398 resulting in a credit in the amount of \$214.66. The total credit in the amount of \$586.16 will be sent to the utility to be applied to her account. These adjustments will provide the customer with the financial effect of an expedited return to her utility.

Thank you.

Orpheus Craigue – Compliance Officer



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

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

**Sent:** Monday, March 25, 2019 13:07

**To:** Indra Energy Compliance <Compliance@indraenergy.com>

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260678 [ ref:\_00Dt0GzXt.\_500t0GHZXV:ref ]



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

**CASE ID:** 00260678

**COMPANY:** [REDACTED]

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Columbus, Ohio 43206

**SERVICE ADDRESS:** [REDACTED] Columbus, Ohio 43206

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]  
[REDACTED]

\*\*\*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. [REDACTED] contacted the PUCO disputing the enrollment with your company.

Please provide the following:

If a sales call, the recording.

If a door to door sale, a signed contract.

A copy of the TPV.

A copy of the contract and terms and conditions.

A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

**Samantha Boerstler**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://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.\_500t0GHZXV:ref





PALMco Energy OH, LLC / PALMco Power OH, LLC

8751 18<sup>th</sup> Avenue Brooklyn, NY 11214  
customerservice@palmcoenergy.com  
www.palmcoenergy.com  
Phone (877)726-5862

## NATURAL GAS &amp; ELECTRIC POWER SUPPLY AGREEMENT (OHIO)

V.E.17-03.27

## CUSTOMER INFORMATION

Customer Name: [REDACTED] Relationship to Account Holder: Self  
Buyer's Date of: [REDACTED] Full Tax ID (commercial accounts): [REDACTED]  
E-mail Address: [REDACTED]  
Please provide us with your e-mail address to authorize us to send notices about your account. Providing your email address will allow you to access your customer portal and activate promotions and incentives. PALMco does not sell, provide or share your e-mail information with third parties.  
Service Address: [REDACTED] City: Columbus State: OH Zip Code: 43206  
Billing Address (if Different): [REDACTED] City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]  
Phone Number: [REDACTED] ☒ Mobile ☐ Home

## ACCOUNT INFORMATION

Third Party Verification # (TPV): 41306666  
Account Holder's Name on Electricity Account: [REDACTED]  
Electricity Utility Account Number: [REDACTED] Budget Billing: ☐ Yes ☒ No  
Introductory Electricity Variable Rate Supply: Duke Energy [REDACTED] Per kWh (Account Number 10 digits) DP&L [REDACTED] Per kWh (Account Number 10 digits) AEP 0.0528 Per kWh (Customer Number 17 digits) Toledo Edison [REDACTED] Per kWh (Customer Number 20 digits) Illuminating Company [REDACTED] Per kWh (Customer Number 20 digits) Ohio Edison [REDACTED] Per kWh (Customer Number 20 digits)

You will pay the introductory rate stated above for the first three billing cycles. Thereafter, you will receive a variable rate that may vary month to month. This rate does not include utility transportation, delivery, or other charges that your electricity utility may impose. For full details see the Pricing section in the Terms and Conditions.

Account Holder's Name on Natural Gas Account: [REDACTED]  
Natural Gas Utility Account Number: [REDACTED] Budget Billing: ☐ Yes ☒ No  
Introductory Natural Gas Variable Rate Supply: Duke Energy [REDACTED] Per Ccf (Account Number 10 digits) Dominion [REDACTED] Per MCF (Account Number 10 digits) Columbia Gas Ohio 0.3798 Per Ccf (Service Delivery 17 digit) Vectren [REDACTED] Per Ccf (Account Number 17 digits)

You will pay the introductory rate stated above for the first three billing cycles. Thereafter, you will receive a variable rate that may vary month to month. This rate does not include utility transportation, delivery, or other charges that your natural gas utility may impose. For full details see the Pricing section in the Terms and Conditions.

Enrollment Promotion: (choose only one) ☐ PALMco's Loyalty Credit ☒ Let us treat you to Dinner!

## ACKNOWLEDGEMENT FORM FOR NATURAL GAS AND ELECTRICITY RESIDENTIAL AND SMALL COMMERCIAL

## Please Read Carefully and Initial in the Appropriate Spaces

1. The representative stated that he/she was representing PALMco and was not from the natural gas and/or electricity distribution company.
2. The representative explained that by signing the enrollment form I was entering into an agreement/contract for PALMco to supply my natural gas and/or electricity.
3. The representative explained to me the price for electricity and/or natural gas under this contract.
4. The representative explained that the contract is for one month and will continue on a month-to-month basis until either PALMco or I decides to cancel the contract.
5. The representative explained my right to cancel.
6. The representative left two completed right to cancel notices with me.
7. The representative disclosed that no early termination liability fee would apply if I cancel the contract.

This is an agreement, together with the Terms and Conditions, 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 above (or in any 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 above (or in any addendum) at a price as described in this Agreement. 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. (F) Your incumbent gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

By signing below, you agree to the terms and conditions of this Agreement, including the Terms and Conditions on the reverse side.

For: PALMco Power OH, LLC and/or PALMco Energy OH, LLC (Seller)

By: [REDACTED]

By: Barrington L. Campbell (PRINT) ID NUMBER [REDACTED]

By: [REDACTED]

By: Barrington L. Campbell (SIGNATURE)

Date: July 25<sup>th</sup> 2011  
MONTH / DAY / YEAR

BUYER'S SIGNATURE

OH-E 10062696





PALMcoEnergy  
8751 18th Avenue  
Brooklyn, NY 11214

w: [PalmcoEnergy.com](http://PalmcoEnergy.com)  
e: [CustomerService@PalmcoEnergy.com](mailto:CustomerService@PalmcoEnergy.com)  
toll free: 1 (877) 726 5862

7/27/2017



Columbus, OH 43206

**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, 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:** [REDACTED]

**Rate Plan:** Introductory Rate of \$0.05260 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](mailto: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](http://palmcoenergy.com/rewards)





## **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 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 on a month to month basis 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](http://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](mailto: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](http://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 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.17-03.27**



PALMcoEnergy  
8751 18th Avenue  
Brooklyn, NY 11214

w: [PalmcoEnergy.com](http://PalmcoEnergy.com)  
e: [CustomerService@PalmcoEnergy.com](mailto:CustomerService@PalmcoEnergy.com)  
toll free: 1 (877) 726 5862

7/27/2017

[REDACTED]  
Columbus, OH 43206

**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, 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:** [REDACTED]

**Rate Plan:** Introductory Rate of \$0.37980 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.com](mailto: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](http://palmcoenergy.com/rewards)





## **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 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 on a month to month basis 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](http://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](mailto: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](http://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 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.17-03.27**

**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 | [PalmcoEnergy.com](http://PalmcoEnergy.com)

**From:** Lee Garry <contactthepuco@puc.state.oh.us>  
**Sent:** Monday, April 01, 2019 4:19 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261918 [ ref:\_00Dt0GzXt\_500t0GIPxL:ref ]



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

**CASE ID:** 00261918  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED], Euclid, Ohio 44132  
**SERVICE ADDRESS:** [REDACTED] Euclid, Ohio 44132  
**AIQ:** Palmco Power OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIQ:** [REDACTED]

\*\*\*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:**

This customer states she was visited by door to door sales rep on March 29 who stated he represents a program that gives money back to neighbors. She was getting money back because another company had already gone through her neighborhood. She was told if she just signed her name and gave him her bill she would get \$800 for what the other company did to her.

\*\*\*\*\*

Please provide all details of enrollment including TPV and T&Cs.

Sincerely,

**Lee Garry**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://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.\_500t0GIPxL:ref

## Sariah Brinker

---

**From:** William Schaaf  
**Sent:** Wednesday, April 10, 2019 11:05 AM  
**To:** Lee Garry  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261918 [ ref:\_00Dt0GzXt.\_500t0GIPxL:ref ]  
**Attachments:** [REDACTED]TPV.mp3 [REDACTED] Confirmation Pack-Gas.pdf, [REDACTED] Confirmation Pack-Electric.pdf

Hello Lee and the PUCO,

This customer's gas and electric accounts were submitted for enrollment in Indra's service as the result of a door-to-door sale on 3/24/19. We've attached the TPV recording for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. The enrollment was rejected by the customer's gas and electric utilities, and as a result the customer will not receive Indra's supply.

At the time of enrollment, the customer completed a TPV in which she confirmed her understanding of Indra's service. With that said, the alleged action of the sales representative in question is completely against Indra's Code of Conduct. Upon receiving this complaint, these concerns were passed onto the sales partner to address with the representative in question. Although the sales representative in question has not had any similar allegations made against him, as a result of this complaint, we will be increasing our review of the rep's activity to ensure that no problematic behavior is identified.

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](http://www.IndraEnergy.com)

**From:** Lee Garry <contactthepuco@puc.state.oh.us>  
**Sent:** Monday, April 1, 2019 4:19 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261918 [ ref:\_00Dt0GzXt.\_500t0GIPxL:ref ]





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

**CASE ID:** 00261918

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED], Euclid, Ohio 44132

**SERVICE ADDRESS:** [REDACTED], Euclid, Ohio 44132

**AIQ:** Palmco Power OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:** [REDACTED]

\*\*\*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:**

This customer states she was visited by door to door sales rep on March 29 who stated he represents a program that gives money back to neighbors. She was getting money back because another company had already gone through her neighborhood. She was told if she just signed her name and gave him her bill she would get \$800 for what the other company did to her.

\*\*\*\*\*

Please provide all details of enrollment including TPV and T&Cs.

Sincerely,

**Lee Garry**

Public Utilities Commission of Ohio

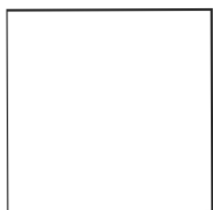
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://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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**Indra Energy**  
1515 Market Street, Suite 1200  
Philadelphia, PA, 19102

**w:** [IndraEnergy.com](http://IndraEnergy.com)  
**e:** [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com)  
**toll free:** 1 (888) 50-INDRA  
1 (888) 504 6372

**3/26/2019**



Euclid, OH 44132

**Thank you for choosing Indra Energy as your energy supplier!**

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

**We are currently processing your enrollment**

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

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

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

**Utility Account Number:** [REDACTED]

**Rate Plan:** Initial Rate of \$4.40000/Mcf for the first month followed by a Fixed Rate of \$7.20600/Mcf for the remaining 12 months.

**Cancellation Fees:** None.

**Budget Billing:** Please contact Dominion East Ohio.

**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](mailto: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](http://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; or (c) emailing

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

## **PRICING.**

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

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

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

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

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



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

**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](http://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](mailto: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](http://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.

**APPLICABLE LAWS, ETC.** This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction

over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

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

**MISCELLANEOUS.** Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. 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

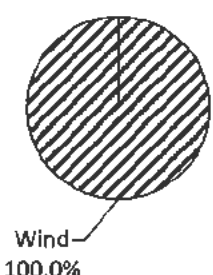
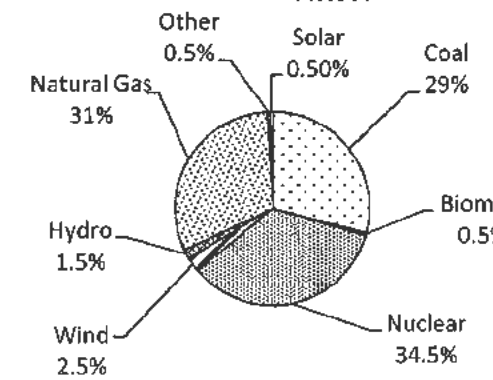
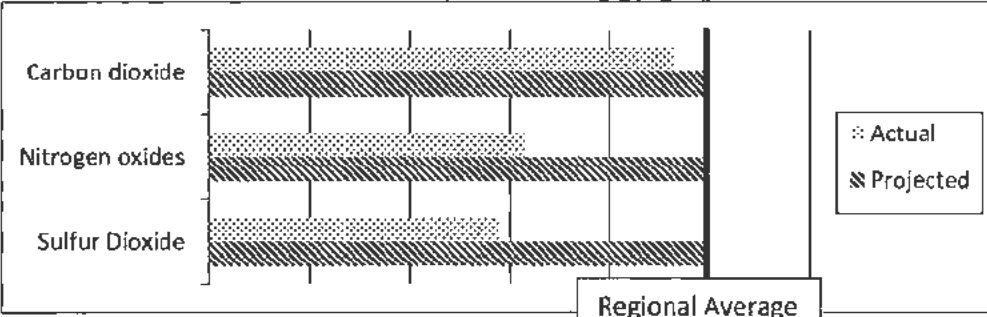


## Green Product Environmental Disclosure Information – Quarterly Comparisons

### Indra Energy

#### Projected Data for the 2018 Calendar Year

#### Actual Data for the Period 01/01/18 to 12/31/18

<div><div>Generation Resource Mix -</div><div>A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.</div></div>	<div><div>Projected</div><div><div>Wind100.0%</div></div></div> <div><div>Actual</div><div><div>Coal29% Nuclear34.5% Natural Gas31% Wind2.5% Hydro1.5% Biomass0.5% Solar0.50% Other0.5%</div></div></div>																				
<div><div>Environmental Characteristics–</div><div>A description of the characteristics associated with each possible generation resource.</div></div>	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>	Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts
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Unknown Purchased Resources	Unknown Impacts																				
Wind Power	Wildlife Impacts																				
<div><div>Air Emissions –</div><div>Product-specific projected and actual air emissions for this period compared to the regional average air emissions.</div></div>	<div><div><div>Carbon dioxide Nitrogen oxides Sulfur Dioxide</div><div>Regional Average</div><div><div>⋈ Actual</div><div>▨ Projected</div></div></div></div>																				
<div><div>Radioactive Waste –</div><div>Radioactive waste associated with the product.</div></div>	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft³/1,000 kWh</td></tr></table>	Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh											
Type:	Quantity:																				
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh																			
Low-Level Radioactive Waste	Unknown	Ft³/1,000 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](http://www.IndraEnergy.com) or by phone at (888) 504-6372.

VE19-03.01



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

**w:** [IndraEnergy.com](http://IndraEnergy.com)  
**e:** [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com)  
**toll free:** 1 (888) 50-INDRA  
1 (888) 504 6372

**3/26/2019**

[REDACTED]  
**Euclid, OH 44132**

**Thank you for choosing Indra Energy as your energy supplier!**

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

**We are currently processing your enrollment**

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

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

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

**Utility Account Number:** [REDACTED]

**Rate Plan:** Initial Rate of \$0.05800/kWh for the first month followed by a Fixed Rate of \$0.09700/kWh for the remaining 13 months.

**Cancellation Fees:** None.

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

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

**Your feedback is important to us!**

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

**Questions?**

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at [CustomerCare@IndraEnergy.com](mailto: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](http://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).

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**Natural Gas and/or Electric Fixed Price (when applicable):** You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, 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](http://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](mailto: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](http://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.

**APPLICABLE LAWS, ETC.** This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction

over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

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

**MISCELLANEOUS.** Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. 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

# Green Product Environmental Disclosure Information – Quarterly Comparisons

## Indra Energy

### Projected Data for the 2018 Calendar Year

### Actual Data for the Period 01/01/18 to 12/31/18

<p><b>Generation Resource Mix -</b></p> <p>A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.</p>	<p><b>Projected</b></p>	<p><b>Actual</b></p>																				
<p><b>Environmental Characteristics--</b></p> <p>A description of the characteristics associated with each possible generation resource.</p>	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>		Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts
Biomass Power	Air Emissions and Solid Waste																					
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Unknown Purchased Resources	Unknown Impacts																					
Wind Power	Wildlife Impacts																					
<p><b>Air Emissions ~</b></p> <p>Product-specific projected and actual air emissions for this period compared to the regional average air emissions.</p>																						
<p><b>Radioactive Waste -</b></p> <p>Radioactive waste associated with the product.</p>	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft³/1,000 kWh</td></tr></table>		Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh											
Type:	Quantity:																					
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh																				
Low-Level Radioactive Waste	Unknown	Ft³/1,000 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](http://www.IndraEnergy.com) or by phone at (888) 504-6372.



## Sariah Brinker

---

**From:** William Schaaf  
**Sent:** Friday, April 05, 2019 2:36 PM  
**To:** Stephen Schemitsch  
**Cc:** Indra Energy Compliance  
**Subject:** FW: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261918  
**Attachments:** 20190329\_173435\_2164178612[REDACTED] (S Call).mp3

Hey Steve,

We received the below PUCO complaint. This was a sale made on 3/24/19 by agent GSQ250003 (Misaël Delgado Abreu). Customer also called into our customer service line to complain (call attached). Would like to get a statement from the agent on these allegations.

William Schaaf – Asst. Compliance Officer



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

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** Lee Garry <contactthepuco@puc.state.oh.us>  
**Sent:** Monday, April 1, 2019 4:19 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261918 [ ref:\_00Dt0GzXt.\_500t0GIPxL:ref ]



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

**CASE ID:** 00261918

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Ohio 44132

**SERVICE ADDRESS:** [REDACTED] Euclid, Ohio 44132

**AIQ:** Palmco Power OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:** [REDACTED]

\*\*\*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:**

This customer states she was visited by door to door sales rep on March 29 who stated he represents a program that gives money back to neighbors. She was getting money back because another company had already gone through her neighborhood. She was told if she just signed her name and gave him her bill she would get \$800 for what the other company did to her.

\*\*\*\*\*

Please provide all details of enrollment including TPV and T&Cs.

Sincerely,

**Lee Garry**

Public Utilities Commission of Ohio

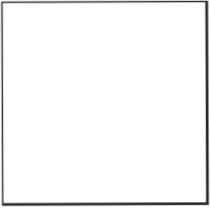
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://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.\_500t0GIPxL:ref

**Sariah Brinker**

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**From:** GraySquare Compliance <compliance@gograysquare.com>  
**Sent:** Tuesday, April 09, 2019 4:46 PM  
**To:** William Schaaf  
**Cc:** Aaron Denton; Indra Energy Compliance; Stephen Schemitsch  
**Subject:** Re: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261918

Yes - until he provides an explanation it's better to be safe

On Tue, Apr 9, 2019 at 3:44 PM William Schaaf <[wschaaf@indraenergy.com](mailto:wschaaf@indraenergy.com)> wrote:

The agent is currently active in our system, but has not sold since 3/29/19. Would you like us to deactivate him?

William Schaaf – Asst. Compliance Officer



[1515 Market Street, Suite 1200](#)

[Philadelphia, PA 19102](#)

**P:** 888.504.6372

**F:** 718.851.2427

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** GraySquare Compliance <[compliance@gograysquare.com](mailto:compliance@gograysquare.com)>  
**Sent:** Tuesday, April 9, 2019 4:16 PM  
**To:** William Schaaf <[wschaaf@indraenergy.com](mailto:wschaaf@indraenergy.com)>  
**Cc:** Stephen Schemitsch <[sschemitsch@indraenergy.com](mailto:sschemitsch@indraenergy.com)>; Indra Energy Compliance <[Compliance@indraenergy.com](mailto:Compliance@indraenergy.com)>; Aaron Denton <[aaron@gograysquare.com](mailto:aaron@gograysquare.com)>  
**Subject:** Re: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261918

Hi William

We haven't heard back yet. He is still deactivated on your end?

On Tue, Apr 9, 2019 at 2:00 PM William Schaaf <[wschaaf@indraenergy.com](mailto:wschaaf@indraenergy.com)> wrote:

Hello all,

Any word from the agent on this?

William Schaaf – Asst. Compliance Officer



[1515 Market Street, Suite 1200](#)

[Philadelphia, PA 19102](#)

**P:** 888.504.6372

**F:** 718.851.2427

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** GraySquare Compliance <[compliance@gograysquare.com](mailto:compliance@gograysquare.com)>

**Sent:** Friday, April 5, 2019 6:18 PM

**To:** Stephen Schemitsch <[sschemitsch@indraenergy.com](mailto:sschemitsch@indraenergy.com)>

**Cc:** Indra Energy Compliance <[Compliance@indraenergy.com](mailto:Compliance@indraenergy.com)>; Aaron Denton <[aaron@gograysquare.com](mailto:aaron@gograysquare.com)>

**Subject:** Re: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261918

Always difficult to tell on these things

Let me see what the agent says, then we can move forward from there



On Fri, Apr 5, 2019 at 3:18 PM Stephen Schemitsch <[sschemitsch@indraenergy.com](mailto:sschemitsch@indraenergy.com)> wrote:

Chris,

We discussed.

Steve Schemitsch – Sales Channel Manager

[1515 Market Street, Suite 1200](#)



[Philadelphia, PA 19102](#)

**C:** 845.663.3632

**P:** 888.504.6372

**F:** 718.851.2427

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** GraySquare Compliance [mailto:[compliance@gograysquare.com](mailto:compliance@gograysquare.com)]

**Sent:** Friday, April 5, 2019 3:22 PM

**To:** Stephen Schemitsch <[sschemitsch@indraenergy.com](mailto:sschemitsch@indraenergy.com)>

**Cc:** Indra Energy Compliance <[Compliance@indraenergy.com](mailto:Compliance@indraenergy.com)>; Aaron Denton  
<[aaron@gograysquare.com](mailto:aaron@gograysquare.com)>

**Subject:** Re: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261918

Hi Team

Does the TPV prove her allegations incorrect about only wanting to stay with the utility?



On Fri, Apr 5, 2019 at 2:03 PM Stephen Schemitsch <[sschemitsch@indraenergy.com](mailto:sschemitsch@indraenergy.com)> wrote:

CJ/Aaron,

See attached and below. We received the below PUCO complaint. This was a sale made on 3/24/19 by agent GSQ250003 (Misael Delgado Abreu). Customer also called into our customer service line to complain (call attached). We'd like to get a statement from the agent on these allegations ASAP!

Steve Schemitsch – Sales Channel Manager

[1515 Market Street, Suite 1200](#)



[Philadelphia, PA 19102](#)

**C:** 845.663.3632

**P:** 888.504.6372

**F:** 718.851.2427

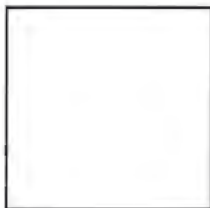
[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** Lee Garry <[contactthepuco@puc.state.oh.us](mailto:contactthepuco@puc.state.oh.us)>

**Sent:** Monday, April 1, 2019 4:19 PM

**To:** Indra Energy Compliance <[Compliance@indraenergy.com](mailto:Compliance@indraenergy.com)>

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261918 [ ref:\_00Dt0GzXt.\_500t0GIPxL:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Electric**

**Please Respond Within 3 Business Days**

**CASE ID:** 00261918

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] [Euclid, Ohio 44132](#)

**SERVICE ADDRESS:** [REDACTED] [Euclid, Ohio 44132](#)

**AIQ:** Palmco Power OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:** [REDACTED]

\*\*\*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:**

This customer states she was visited by door to door sales rep on March 29 who stated he represents a program that gives money back to neighbors. She was getting money back because another company had already gone through her neighborhood. She was told if she just signed her name and gave him her bill she would get \$800 for what the other company did to her.

\*\*\*\*\*

Please provide all details of enrollment including TPV and T&Cs.

Sincerely,

**Lee Garry**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://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\_500t0GIPxL:ref

This message contains confidential information intended only for the addressee(s) named above. If you are not the named addressee, you should not disseminate or copy this e-mail. Please notify the sender immediately by e-mail if you have received this email by mistake, and please delete this e-mail from your system. Please note that the views and opinions expressed herein are solely those of the author and do not necessarily reflect those of the company. While Antivirus protection tools have been employed, you should check this email and attachments for the presence of viruses. No liability is accepted for any consequences arising from this email.

--

Regards

Gray Square Compliance Team

Christopher Johnson - Director of Compliance 267-884-9272

Catalina Lopez - Assistant

Aaron Denton - Assistant

--

Regards

Gray Square Compliance Team

Christopher Johnson - Director of Compliance 267-884-9272

Catalina Lopez - Assistant

Aaron Denton - Assistant

--

Regards

Gray Square Compliance Team

Christopher Johnson - Director of Compliance 267-884-9272

Catalina Lopez - Assistant



Aaron Denton - Assistant

--

Regards

Gray Square Compliance Team

Christopher Johnson - Director of Compliance 267-884-9272

Catalina Lopez - Assistant

Aaron Denton - Assistant

**Sariah Brinker**

---

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, March 12, 2019 9:48 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258016 [ ref:\_00Dt0GzXt\_500t0FNgE4:ref ]

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged



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

**CASE ID:** 00258016  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Toledo, Ohio 43612  
**SERVICE ADDRESS:** [REDACTED] Toledo, Ohio 43612  
**AIQ:** Palmco Power OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIQ:** [REDACTED]

\*\*\*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:**

Good morning,

Ms. [REDACTED] contacted the PUCO regarding the rate on her account. She signed up with Palmco in September 2018. She was never informed that your company switched names to Indra. She just received her most recent bill and is it \$1300 for one month of usage.

Please provide the following:  
If a sales call, the recording.  
If a door to door sale, a signed contract.

A copy of the TPV.

A copy of the contract and terms and conditions.

A copy of the renewal letter sent.

Is your company willing to re-rate the customer?

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

**Samantha Boerstler**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://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:** Tuesday, March 19, 2019 4:01 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258016 [ ref:\_00Dt0GzXt\_500t0FNge4:ref ]  
**Attachments:** [REDACTED]TPV.mp3; [REDACTED]-Confirmation Pack-Gas.pdf; [REDACTED]Confirmation Pack-Electric.pdf; [REDACTED]Sales Call 1.mp3; [REDACTED]Sales Call 2.mp3; Indra Postcard.pdf

Hello Samantha and the PUCO,

Regarding Case # 00258016, [REDACTED]

Ms. [REDACTED] enrolled her gas and electric accounts in Palmco's variable rate plans on 9/12/18, 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. We've also attached a copy of the postcard mailed to the customer which explained that Palmco would be conducting business under its trade name, Indra Energy, in October 2018. The customer's gas and electric accounts began receiving our supply on 9/20/18 and 10/9/18, respectively.

**Gas Plan:** Variable. This included a two-month introductory rate of \$0.3700 per Ccf, after which the rate would vary month-to-month. No ETFs.

**Electric Plan:** Variable. This included a two-month introductory rate of \$0.0520 per kWh, after which rate would vary month-to-month. No ETFs.

We received inbound drop transactions for the customer's gas and electric accounts on 1/16/19 and 1/15/19, respectively. No termination fees were issued for cancellation. Per the determination of the customer's gas and electric utilities, the customer's gas and electric accounts stopped receiving our supply on 12/20/18 and 2/8/19, respectively.

On 3/11/19, Ms. [REDACTED] contacted our Customer Service line. The customer expressed concerns with her electric bill, 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 an expedited service end date, we determined that we would rerate the customer's final electric bill to the rate we have on file for her electric utility (\$0.0552 per kWh). This results in an adjustment of \$543.48 for the billing cycle of 1/10/19 – 2/8/19, which will be sent to the customer's electric utility in order to be applied to her account. Our Customer Service staff attempted to follow up with Ms. [REDACTED] on 3/18/19 and 3/19/19 to inform her of this adjustment, but they were only able to leave voicemail messages.

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](http://www.IndraEnergy.com)



**From:** William Schaaf  
**Sent:** Monday, March 18, 2019 6:04 PM  
**To:** PUCO Consumer Call Center <[contactthepuco@puc.state.oh.us](mailto:contactthepuco@puc.state.oh.us)>  
**Cc:** Indra Energy Compliance <[Compliance@indraenergy.com](mailto:Compliance@indraenergy.com)>  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258016 [ ref:\_00Dt0GzXt.\_500t0FNgE4:ref ]

Hello Samantha,

We're attaching the TPV recording for this customer's enrollment from 9/12/18. We're still looking into this customer's accounts, and will provide a comprehensive response to the customer's complaint as soon as we're able to.

William Schaaf – Asst. Compliance Officer

  
1515 Market Street, Suite 1200  
Philadelphia, PA 19102  
P: 888.504.6372  
F: 718.851.2427  
[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center <[contactthepuco@puc.state.oh.us](mailto:contactthepuco@puc.state.oh.us)>  
**Sent:** Monday, March 18, 2019 12:14 PM  
**To:** Indra Energy Compliance <[Compliance@indraenergy.com](mailto:Compliance@indraenergy.com)>  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258016 [ ref:\_00Dt0GzXt.\_500t0FNgE4: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:** 00258016  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Toledo, Ohio 43612  
**SERVICE ADDRESS:** [REDACTED] Toledo, Ohio 43612  
**AIQ:** Palmco Power OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIQ:** [REDACTED]

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

**DESCRIPTION OF ISSUE:**

An initial complaint was sent to you on March 12. Please review the customer's concerns and respond within three business days.

Sincerely,

**Samantha Boerstler**  
Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

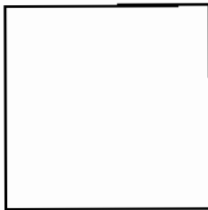
----- Original Message -----

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

**Sent:** 3/12/2019 9:47 AM

**To:** [compliance@indraenergy.com](mailto:compliance@indraenergy.com)

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258016 [ ref:\_00Dt0GzXt.\_500t0FNgE4:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Electric**

**Please Respond Within 3 Business Days**

**CASE ID:** 00258016

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Toledo, Ohio 43612

**SERVICE ADDRESS:** [REDACTED] Toledo, Ohio  
43612

**AIQ:** Palmco Power OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:** [REDACTED]

\*\*\*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:**

Good morning,

Ms. [REDACTED] contacted the PUCO regarding the rate on her account. She signed up with Palmco in September 2018. She was never informed that your company switched names to Indra. She just received her most recent bill and is it \$1300 for one month of usage.

Please provide the following:

If a sales call, the recording.

If a door to door sale, a signed contract.

A copy of the TPV.

A copy of the contract and terms and conditions.

A copy of the renewal letter sent.

Is your company willing to re-rate the customer?

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

**Samantha Boerstler**

Public Utilities Commission of Ohio

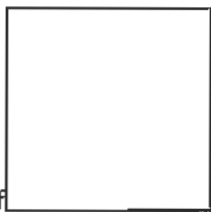
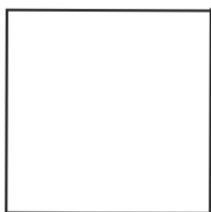
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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PALMcoEnergy  
8751 18th Avenue  
Brooklyn, NY 11214

w: [PalmcoEnergy.com](http://PalmcoEnergy.com)  
e: [CustomerService@PalmcoEnergy.com](mailto:CustomerService@PalmcoEnergy.com)  
toll free: 1 (877) 726 5862

9/14/2018



Toledo, OH 43612

**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:** [REDACTED]

**Rate Plan:** Introductory Rate of \$0.37000/Ccf 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 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](mailto: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](http://palmcoenergy.com/rewards)



## 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 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.

**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. You can access future variable pricing information, updated monthly, by visiting PALMco's website at <https://palmcoenergy.com/ohio/ohio-variable-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.

**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](http://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](mailto: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](http://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 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



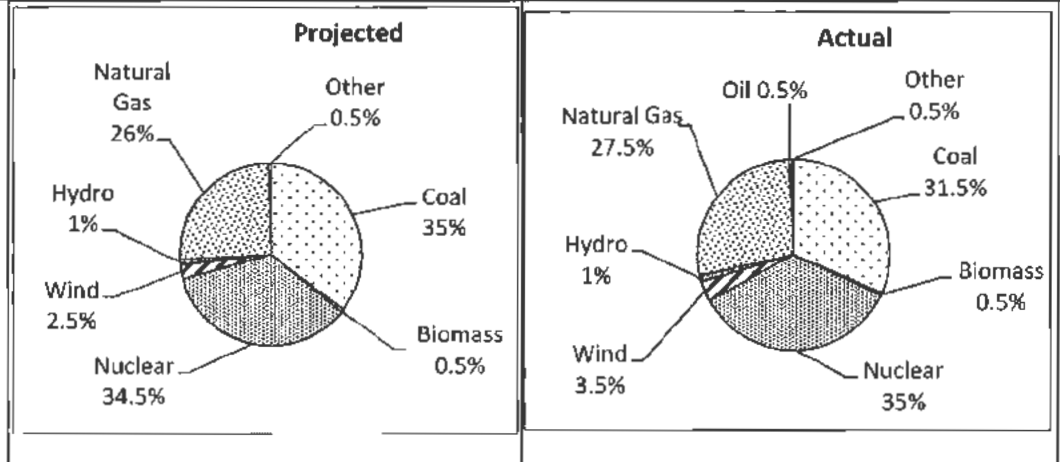
## Environmental Disclosure Information – Quarterly Comparisons

**PALMco Power OH, LLC**

**Projected Data for the 2018 Calendar Year**

**Actual Data for the Period 01/01/18 to 3/31/18**

**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.



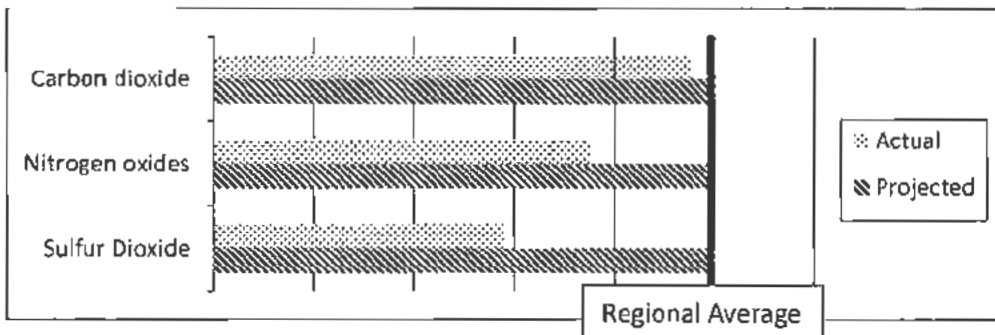
### Environmental Characteristics–

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

### Air Emissions –

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



### Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low Level Radioactive Waste	Unknown	Ft <sup>3</sup> /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 PALMco Power OH, LLC at [www.palmcoenergy.com](http://www.palmcoenergy.com) or by phone at (877) 726-5862.



PALMcoEnergy  
8751 18th Avenue  
Brooklyn, NY 11214

w: [PalmcoEnergy.com](http://PalmcoEnergy.com)  
e: [CustomerService@PalmcoEnergy.com](mailto:CustomerService@PalmcoEnergy.com)  
toll free: 1 (877) 726 5862

9/14/2018



Toledo, OH 43612

**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 **Toledo Edison**. You will receive a confirmation notice from **Toledo 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:** [REDACTED]

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

**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](mailto: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](http://palmcoenergy.com/rewards)



## **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 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.

**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. You can access future variable pricing information, updated monthly, by visiting PALMco's website at <https://palmcoenergy.com/ohio/ohio-variable-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.

**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](http://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](mailto: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](http://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 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

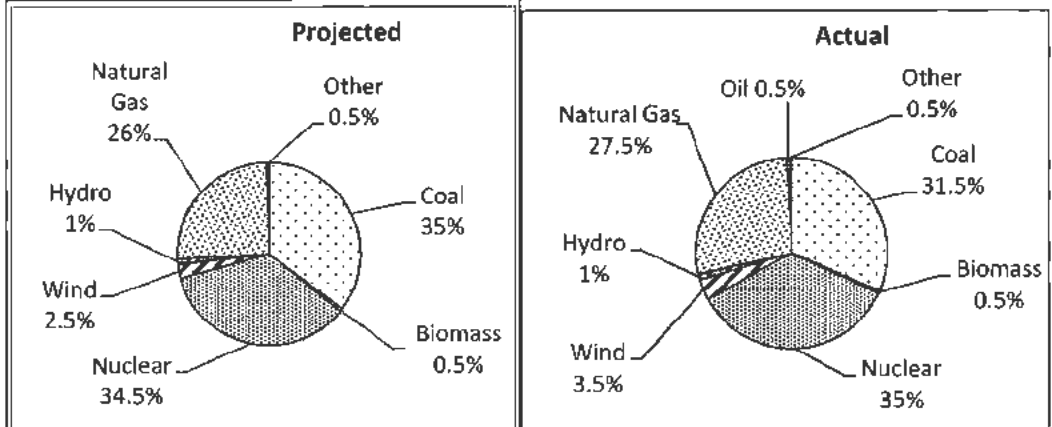
## Environmental Disclosure Information – Quarterly Comparisons

**PALMco Power OH, LLC**

**Projected Data for the 2018 Calendar Year**

**Actual Data for the Period 01/01/18 to 3/31/18**

**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.



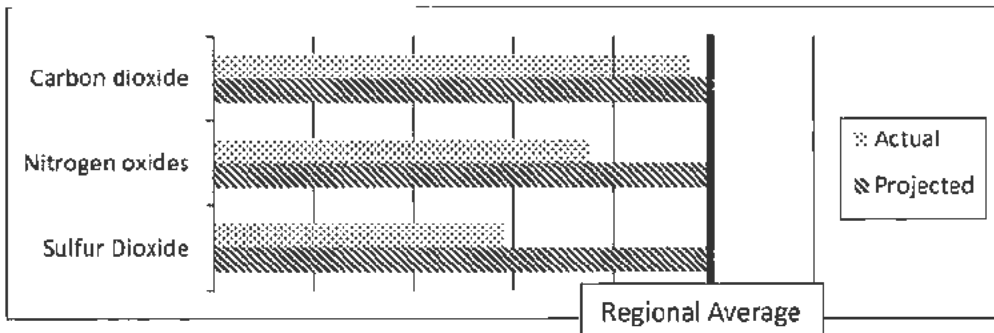
### Environmental Characteristics–

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

### Air Emissions –

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



### Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /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 PALMco Power OH, LLC at [www.palmcoenergy.com](http://www.palmcoenergy.com) or by phone at (877) 726-5862.

**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 | [PalmcoEnergy.com](http://PalmcoEnergy.com)



## Orpheus Craigue

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**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, March 5, 2019 2:37 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:\_00Dt0GzXt\_500t0FN6qn:ref]



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

**CASE ID:** 00256927  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Macedonia, Ohio 44056  
**SERVICE ADDRESS:** [REDACTED] Macedonia, Ohio 44056  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIQ:** [REDACTED]

\*\*\*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. [REDACTED] states that he originally enrolled with Indra after speaking to a door-to-door sales agent in the summer of 2018 when the agent advised that he would be receiving a lower rate for the next 8 months. He called DEO to cancel his service with Indra Energy in December after he noticed that his charges with Indra were very high. He states he has continued to receive charges from Indra energy. He would like the past few months bills re-rated to DEO's SCO rate.

1. When was the customer solicited?
2. When was the start service date?
3. When is the stop service date?
4. What was the agreed upon rate and for how long?
5. Please provide a copy of the 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](http://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\_500t0FN6qn:ref

## William Schaaf

---

**From:** William Schaaf  
**Sent:** Monday, March 11, 2019 5:38 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref:\_00Dt0GzXt\_500t0FN6qn:ref ]  
**Attachments:** [REDACTED] TPV.MP3; [REDACTED] Agreement.pdf; [REDACTED] Confirmation Pack-Gas.pdf; [REDACTED] Confirmation Pack-Electric.pdf; Indra Postcard.pdf

Hello Leah and the PUCO,

Regarding Case # 00256927, [REDACTED]

Mr. [REDACTED] enrolled his gas and electric accounts in Palmco's variable rate plans on 7/31/18, 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. Palmco began servicing the customer's gas and electric accounts on 8/10/18 and 8/24/18, respectively.

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

**Electric Plan:** Variable. This included a two-month introductory rate of \$0.0510 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 him of this brand name change.

We received an inbound drop transaction for the customer's electric account on 12/7/18, and the customer's electric utility (Ohio Edison) determined a service end date of 12/21/18. No termination fees were issued for cancellation. We did not receive a drop request for the customer's gas account at this time.

Upon receiving this complaint, since this customer has expressed displeasure with the variable product he was enrolled under, we submitted an outbound drop for the customer's gas account. No termination fees were issued for cancellation, and a service end date will be determined by the customer's gas utility, DEO. 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 variable 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 \$88.97 for the billing cycle of 1/15/19 – 2/12/19.

Begin Date	End Date	Billed Usage (ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/15/2019	2/12/2019	168	\$143.13	\$0.3020	\$50.74	\$3.42	\$54.16	\$88.97

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](http://www.IndraEnergy.com)

**From:** William Schaaf  
**Sent:** Friday, March 8, 2019 5:53 PM  
**To:** PUCO Consumer Call Center <[contactthepuco@puc.state.oh.us](mailto:contactthepuco@puc.state.oh.us)>  
**Cc:** Indra Energy Compliance <[Compliance@indraenergy.com](mailto:Compliance@indraenergy.com)>  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref: \_00Dt0GzXt.\_500t0FN6qn:ref ]

Good afternoon,

We're attaching the TPV recording for this customer's enrollment. We will provide a comprehensive response to this customer's complaint as soon as we're able.

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](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center [<mailto:contactthepuco@puc.state.oh.us>]  
**Sent:** Tuesday, March 5, 2019 2:37 PM  
**To:** Indra Energy Compliance <[Compliance@indraenergy.com](mailto:Compliance@indraenergy.com)>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref: \_00Dt0GzXt.\_500t0FN6qn:ref ]





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

**CASE ID:** 00256927

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Macedonia, Ohio 44056

**SERVICE ADDRESS:** [REDACTED] Macedonia, Ohio 44056

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**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. [REDACTED] states that he originally enrolled with Indra after speaking to a door-to-door sales agent in the summer of 2018 when the agent advised that he would be receiving a lower rate for the next 8 months. He called DEO to cancel his service with Indra Energy in December after he noticed that his charges with Indra were very high. He states he has continued to receive charges from Indra energy. He would like the past few months bills re-rated to DEO's SCO rate.

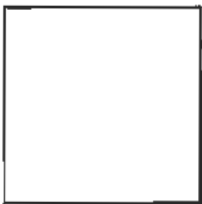
1. When was the customer solicited?
2. When was the start service date?
3. When is the stop service date?
4. What was the agreed upon rate and for how long?
5. Please provide a copy of the TPV, Welcome Letter with terms and conditions, renewal notifications, and any other documentation regarding the 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](http://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.\_500t0FN6qn:ref

**Sariah Brinker**

---

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, March 15, 2019 8:45 AM  
**To:** William Schaaf  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref:\_00Dt0GzXt\_500t0FN6qn:ref ]



**PUBLIC UTILITIES COMMISSION OF OHIO  
Consumer Services Division  
Memorandum**

**CASE ID:** 00256927  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Macedonia, Ohio 44056  
**SERVICE ADDRESS:** [REDACTED], Macedonia, Ohio 44056  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIQ:** [REDACTED]

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

**DESCRIPTION OF ISSUE:**  
Has a stop service date been set?

Sincerely,

**Leah Lehman**  
Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://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:** 3/11/2019 5:37 PM

**To:** contactthepuco@puco.ohio.gov

**Cc:** compliance@indraenergy.com

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ref:\_00Dt0GzXt.\_500t0FN6qn:ref]

Hello Leah and the PUCO,

Regarding Case # 00256927, [REDACTED]

Mr. [REDACTED] enrolled his gas and electric accounts in Palmco's variable rate plans on 7/31/18, 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. Palmco began servicing the customer's gas and electric accounts on 8/10/18 and 8/24/18, respectively.

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



**Electric Plan:** Variable. This included a two-month introductory rate of \$0.0510 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 him of this brand name change.

We received an inbound drop transaction for the customer's electric account on 12/7/18, and the customer's electric utility (Ohio Edison) determined a service end date of 12/21/18. No termination fees were issued for cancellation. We did not receive a drop request for the customer's gas account at this time.

Upon receiving this complaint, since this customer has expressed displeasure with the variable product he was enrolled under, we submitted an outbound drop for the customer's gas account. No termination fees were issued for cancellation, and a service end date will be determined by the customer's gas utility, DEO. 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 variable 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 \$88.97 for the billing cycle of 1/15/19 - 2/12/19.

Begin Date	End Date	Billed Usage (ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/15/2019	2/12/2019	168	\$143.13	\$0.3020	\$50.74	\$3.42	\$54.16	\$88.97

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](http://www.IndraEnergy.com)

**From:** William Schaaf  
**Sent:** Friday, March 8, 2019 5:53 PM  
**To:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Cc:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref: \_00Dt0GzXt. 500t0FN6qn:ref ]

Good afternoon,

We're attaching the TPV recording for this customer's enrollment. We will provide a comprehensive response to this customer's complaint as soon as we're able.

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](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center [<mailto:contactthepuco@puc.state.oh.us>]  
**Sent:** Tuesday, March 5, 2019 2:37 PM  
**To:** Indra Energy Compliance <[Compliance@indraenergy.com](mailto:Compliance@indraenergy.com)>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref: \_00Dt0GzXt. 500t0FN6qn:ref ]



**Initial Submission of a Consumer Complaint**

**Marketer of Natural Gas**

**Please Respond Within 3 Business Days**

**CASE ID:** 00256927

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Macedonia, Ohio 44056

**SERVICE ADDRESS:** [REDACTED] Macedonia, Ohio 44056

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**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. [REDACTED] states that he originally enrolled with Indra after speaking to a door-to-door sales agent in the summer of 2018 when the agent advised that he would be receiving a lower rate for the next 8 months. He called DEO to cancel his service with Indra Energy in December after he noticed that his charges with Indra were very high. He states he has continued to receive charges from Indra energy. He would like the past few months bills

re-rated to DEO's SCO rate.

1. When was the customer solicited?
2. When was the start service date?
3. When is the stop service date?
4. What was the agreed upon rate and for how long?
5. Please provide a copy of the 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

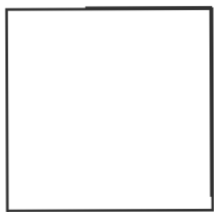
Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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ref:\_00Dt0GzXt.\_500t0FN6qn:ref

## Sariah Brinker

---

**From:** William Schaaf  
**Sent:** Friday, March 15, 2019 9:09 AM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref:\_00Dt0GzXt\_500t0FN6qn:ref ]

Hello Leah,

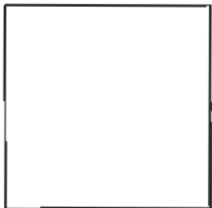
The customer's gas account is scheduled to stop receiving our supply on 3/26/19.

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 8:45 AM  
**To:** William Schaaf <wschaaf@indraenergy.com>  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref:\_00Dt0GzXt\_500t0FN6qn:ref ]



**PUBLIC UTILITIES COMMISSION OF OHIO**  
**Consumer Services Division**  
**Memorandum**

**CASE ID:** 00256927

**COMPANY:** [REDACTED]

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Macedonia, Ohio 44056

**SERVICE ADDRESS:** [REDACTED] Macedonia, Ohio 44056

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**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:**

Has a stop service date been set?

Sincerely,

**Leah Lehman**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://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@indracenergy.com]

**Sent:** 3/11/2019 5:37 PM

**To:** contactthepuco@puco.ohio.gov

**Cc:** compliance@indracenergy.com

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [

ref:\_00Dt0GzXt\_500t0FN6qn:ref ]

Hello Leah and the PUCO,

Regarding Case # 00256927, Mark Ellis:

Mr. █████ enrolled his gas and electric accounts in Palmco's variable rate plans on 7/31/18, 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. Palmco began servicing the customer's gas and electric accounts on 8/10/18 and 8/24/18, respectively.

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

**Electric Plan:** Variable. This included a two-month introductory rate of \$0.0510 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 him of this brand name change.

We received an inbound drop transaction for the customer's electric account on 12/7/18, and the customer's electric utility (Ohio Edison) determined a service end date of 12/21/18. No termination fees were issued for cancellation. We did not receive a drop request for the customer's gas account at this time.

Upon receiving this complaint, since this customer has expressed displeasure with the variable product he was enrolled under, we submitted an outbound drop for the customer's gas account. No termination fees were issued for cancellation, and a service end date will be determined by the customer's gas utility, DEO. 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 variable 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 \$88.97 for the billing cycle of 1/15/19 - 2/12/19.

Begin Date	End Date	Billed Usage (ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/15/2019	2/12/2019	168	\$143.13	\$0.3020	\$50.74	\$3.42	\$54.16	\$88.97

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](http://www.IndraEnergy.com)

**From:** William Schaaf

**Sent:** Friday, March 8, 2019 5:53 PM

**To:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

**Cc:** Indra Energy Compliance <Compliance@indraenergy.com>

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref:\_00Dt0GzXt.\_500t0FN6qn:ref ]

Good afternoon,

We're attaching the TPV recording for this customer's enrollment. We will provide a comprehensive response to this customer's complaint as soon as we're able.

Thank you.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

**P:** 888.504.6372

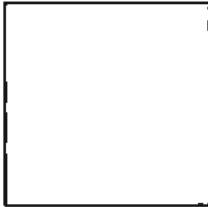
[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center [<mailto:contactthepuco@puc.state.oh.us>]

**Sent:** Tuesday, March 5, 2019 2:37 PM

**To:** Indra Energy Compliance <[Compliance@indraenergy.com](mailto:Compliance@indraenergy.com)>

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref:\_00D10GzXt,\_500t0FN6qn:ref ]



**Initial Submission of a Consumer Complaint**

**Marketer of Natural Gas**

**Please Respond Within 3 Business Days**

**CASE ID:** 00256927

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Macedonia, Ohio 44056

**SERVICE ADDRESS** [REDACTED] Macedonia, Ohio 44056

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**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. [REDACTED] states that he originally enrolled with Indra after speaking to a door-to-door sales agent in the summer of 2018 when the agent advised that he would be receiving a lower rate for the next 8 months. He called DEO to cancel his service with Indra Energy in December after he noticed that his charges with Indra were very high. He states he has continued to receive charges from Indra energy. He would like the past few months bills re-rated to DEO's SCO rate.

1. When was the customer solicited?
2. When was the start service date?
3. When is the stop service date?
4. What was the agreed upon rate and for how long?
5. Please provide a copy of the TPV, Welcome Letter with terms and conditions, renewal notifications, and any other documentation regarding the case.

Sincerely,

**Leah Lehman**

Public Utilities Commission of Ohio

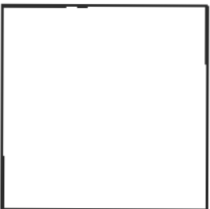
Service Monitoring and Enforcement Department

Customer Service Investigator

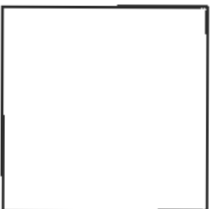
(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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ref:\_00Dt0GzXt\_500t0FN6qn:ref



## Sariah Brinker

---

**From:** William Schaaf  
**Sent:** Friday, April 12, 2019 11:51 AM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref:\_00Dt0GzXt.\_500t0FN6qn:ref ]

Hello Leah,

I've included a chart below detailing our calculations for the final bill rerate, which amounts to an adjustment of \$211.17. This adjustment was also sent to the customer's gas utility to be applied to the account.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/12/2019	3/13/2019	137	\$253.95	\$0.2925	\$40.07	\$2.71	\$42.78	<b>\$211.17</b>

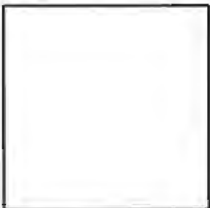
William Schaaf – Asst. Compliance Officer



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

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Thursday, April 11, 2019 8:34 AM  
**To:** William Schaaf <wschaaf@indraenergy.com>  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref:\_00Dt0GzXt.\_500t0FN6qn:ref ]





**PUBLIC UTILITIES COMMISSION OF OHIO  
Consumer Services Division  
Memorandum**

**CASE ID:** 00256927

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Macedonia, Ohio 44056

**SERVICE ADDRESS:** [REDACTED] Macedonia, Ohio 44056

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:**

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

**DESCRIPTION OF ISSUE:**

Please respond to the email sent on April 5.

Sincerely,

**Leah Lehman**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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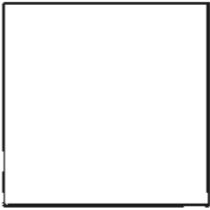
----- Original Message -----

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

**Sent:** 4/5/2019 5:02 PM

**To:** wschaaf@indraenergy.com

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref:\_00Dt0GzXt.\_500t0FN6qn:ref ]



**PUBLIC UTILITIES COMMISSION OF OHIO**  
**Consumer Services Division**  
**Memorandum**

**CASE ID:** 00256927

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Macedonia, Ohio 44056

**SERVICE ADDRESS:** [REDACTED] Macedonia, Ohio 44056

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:**

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

**DESCRIPTION OF ISSUE:**

Please provide the re-rate calculations for the final bill.

Sincerely,

**Leah Lehman**

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://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 9:09 AM

**To:** contactthepuco@puco.ohio.gov

**Cc:** compliance@indraenergy.com

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref:\_00Dt0GzXt.\_500t0FN6qn:ref ]

Hello Leah,

The customer's gas account is scheduled to stop receiving our supply on 3/26/19.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

**P:** 888.504.6372

**F:** 718.851.2427

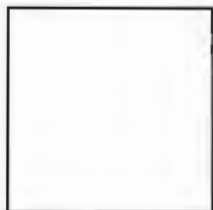
[www.IndraEnergy.com](http://www.IndraEnergy.com)

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

**Sent:** Friday, March 15, 2019 8:45 AM

**To:** William Schaaf <wschaaf@indraenergy.com>

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref:\_00Dt0GzXt.\_500t0FN6qn:ref ]



**PUBLIC UTILITIES COMMISSION OF OHIO  
Consumer Services Division  
Memorandum**

**CASE ID:** 00256927

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED], Macedonia, Ohio 44056

**SERVICE ADDRESS:** [REDACTED], Macedonia, Ohio 44056

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**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:**

Has a stop service date been set?

Sincerely,

**Leah Lehman**

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://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:** 3/11/2019 5:37 PM

**To:** contactthepuco@puco.ohio.gov

**Cc:** compliance@indraenergy.com

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref:\_00DtOGzXt.\_500t0FN6qn:ref ]

Hello Leah and the PUCO,

Mr. [REDACTED] enrolled his gas and electric accounts in Palmco's variable rate plans on 7/31/18, 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. Palmco began servicing the customer's gas and electric accounts on 8/10/18 and 8/24/18, respectively.

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

**Electric Plan:** Variable. This included a two-month introductory rate of \$0.0510 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 him of this brand name change.

We received an inbound drop transaction for the customer's electric account on 12/7/18, and the customer's electric utility (Ohio Edison) determined a service end date of 12/21/18. No termination fees were issued for cancellation. We did not receive a drop request for the customer's gas account at this time.

Upon receiving this complaint, since this customer has expressed displeasure with the variable product he was enrolled under, we submitted an outbound drop for the customer's gas account. No termination fees were issued for cancellation, and a service end date will be determined by the customer's gas utility, DEO. 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 variable 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 \$88.97 for the billing cycle of 1/15/19 – 2/12/19.

Begin Date	End Date	Billed Usage (ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/15/2019	2/12/2019	168	\$143.13	\$0.3020	\$50.74	\$3.42	\$54.16	\$88.97

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](http://www.IndraEnergy.com)

**From:** William Schaaf

**Sent:** Friday, March 8, 2019 5:53 PM

**To:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

**Cc:** Indra Energy Compliance <Compliance@indraenergy.com>

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref:\_00Dt0GzXt.\_500t0FN6qn:ref ]

Good afternoon,

We're attaching the TPV recording for this customer's enrollment. We will provide a comprehensive response to this customer's complaint as soon as we're able.

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](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center [<mailto:contactthepuco@puc.state.oh.us>]

**Sent:** Tuesday, March 5, 2019 2:37 PM

**To:** Indra Energy Compliance <[Compliance@indraenergy.com](mailto:Compliance@indraenergy.com)>

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256927 [ ref:\_00Dt0GzXt.\_500t0FN6qn:ref ]



**Initial Submission of a Consumer Complaint**

**Marketer of Natural Gas**

**Please Respond Within 3 Business Days**

**CASE ID:** 00256927

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Macedonia, Ohio 44056

**SERVICE ADDRESS:** [REDACTED] Macedonia, Ohio 44056

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**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. [REDACTED] states that he originally enrolled with Indra after speaking to a door-to-door sales agent in the summer of 2018 when the agent advised that he would be receiving a lower rate for the next 8 months. He called DEO to cancel his service with Indra Energy in December after he noticed that his charges with Indra were very high. He states he has continued to receive charges from Indra energy. He would like the past few months bills re-rated to DEO's SCO rate.

1. When was the customer solicited?
2. When was the start service date?
3. When is the stop service date?
4. What was the agreed upon rate and for how long?
5. Please provide a copy of the TPV, Welcome Letter with terms and conditions, renewal notifications, and any other documentation regarding the case.

Sincerely,

**Leah Lehman**

Public Utilities Commission of Ohio

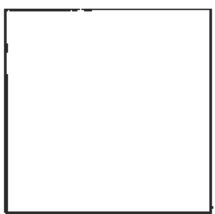
Service Monitoring and Enforcement Department

Customer Service Investigator

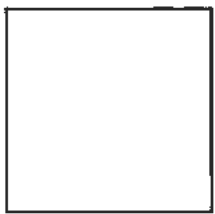
(800) 686-PUCO (7826)

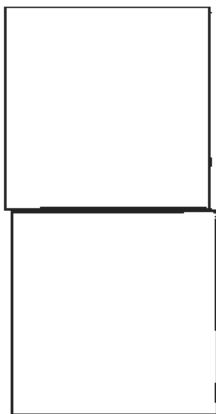
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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.\_500t0FN6qn:ref







## Orpheus Craigue

---

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, March 5, 2019 3:40 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ ref:\_00Dt0GzXt\_500t0FN6Zu:ref ]



**Initial Submission of a Consumer Complaint  
Provider of Electric & Natural Gas  
Please Respond Within 3 Business Days**

**CASE ID:** 00256914  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Vienna, Ohio 44473  
**SERVICE ADDRESS:** [REDACTED], Vienna, Ohio 44473  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIQ:** [REDACTED]

\*\*\*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:**

Good afternoon,

Mr. [REDACTED] contacted the PUCO regarding a rep from your company going to his home. He was informed by the rep that if he agreed to the intro rate the variable rate after would be lower then his gas and electric rates from the distribution company. He said the rep misled him to believe he was going to receive a great rate and would save money. When on the phone with the TPV the rep stayed at his home and was coaching him on what to say, and she was being very pushy. Also, due to his community having a sign stating there is no solicitation your company should not have been at the customers home.

Please provide the following:  
If a sales call, the recording.  
If a door to door sale, a signed contract.

A copy of the TPV.

A copy of the contract and terms and conditions.

A copy of the renewal letter sent.

Can you look into the misleading information that was provided to the customer?

If this community has a no solicitation sign before enter, can you explain why your rep was soliciting your company?

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

**Samantha Boerstler**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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ref:\_00Dt0GzXt.\_500t0FN6Zu:ref

## Orpheus Craigue

---

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Monday, March 11, 2019 10:35 AM  
**To:** Orpheus Craigue  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ ref:\_00Dt0GzXt\_500t0FN6Zu:ref ]

### PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00256914  
COMPANY:  
CUSTOMER: [REDACTED]  
ADDRESS: [REDACTED] Vienna, Ohio 44473  
SERVICE ADDRESS: [REDACTED], Vienna, Ohio 44473  
AIQ: Palmco Energy OH LLC  
SERVICE ACCOUNT NUMBER:  
NIQ:

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

#### DESCRIPTION OF ISSUE:

After your company has calculated the re-rate can you please provide me with the amount and a breakdown?

Sincerely,

**Samantha Boerstler**  
Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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

**From:** Orpheus Craigue [ocraigue@indraenergy.com]  
**Sent:** 3/11/2019 8:58 AM  
**To:** contactthepuco@puco.ohio.gov  
**Cc:** compliance@indraenergy.com

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ ref:\_00Dt0GzXt.\_500t0FN6Zu:ref ]

Hello Samantha,

Regarding PUCO Case ID 00256914; [REDACTED]

This electric and gas account were enrolled in our service 10/31/2018, as a result of a door-to-door sale. We're attaching the signed agreement and TPV recording from this enrollment. We've also attached the confirmation packets mailed following enrollment.

**Gas Plan:** Variable. This included a two-month introductory rate of \$2.60 per Mcf, after which the rate would vary month-to-month. No ETFs.

**Electric Plan:** 100%-Green Variable. This included a two-month introductory rate of 51 cents, after which the rate would vary month-to-month. No ETFs.

The customer reached out to our Customer Service line on 2/26/2019 to cancel his accounts. Ohio Edison established an end date of 3/26/2019 and Dominion established an end date of 3/12/2019.

Neither of the customer's accounts were enrolled in fixed products, and as a result, no renewal letter was required to be provided to the customer.

After reviewing the TPV the customer completed, I do not see any indication that the customer was being coached on how to answer prompts, and he answered a prompt during that TPV to confirm that the sales agent had left the premises. Nonetheless, we take the concerns raised here seriously; in addition to not remaining on premises during a TPV, sales agents are required to explain all aspects of any fixed or variable products they are selling, and should not continue to pursue customers if they come across a sign that prohibits soliciting. We have reached out to the sales vendor who employs this agent, and we are currently waiting for their feedback.

Due to the customer's confusion regarding Indra's variable products, and due to any inconvenience the customer may have experienced during his sales experience, we'd be willing to rerate the customer's most recent and upcoming bills; this would provide the customer with the financial effect of a more expedited return to his utilities immediately following the introductory period of his electric and gas plans. We will plan

to calculate and proceed with this rerate, unless you would rather provide the information for us in order to calculate this adjustment to apply to the customer's accounts.

Thank you.

Orpheus Craigue – Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

**Sent:** Monday, March 11, 2019 08:12

**To:** Indra Energy Compliance <Compliance@indraenergy.com>

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ ref:\_00Dt0GzXt.\_500t0FN6Zu: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:** 00256914

**COMPANY:**

**CUSTOMER:**

**ADDRESS:**

Vienna, Ohio 44473

**SERVICE ADDRESS:** Vienna, Ohio 44473

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:**

**NIQ:**



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

**DESCRIPTION OF ISSUE:**

An initial complaint was sent to you on March 5. Please review the customer's concerns and respond within three business days.

Sincerely,

**Samantha Boerstler**

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

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

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

**Sent:** 3/5/2019 3:40 PM

**To:** [compliance@indraenergy.com](mailto:compliance@indraenergy.com)

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ ref:\_00Dt0GzXt.\_500t0FN6Zu:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Electric & Natural Gas**

**Please Respond Within 3 Business Days**

**CASE ID:** 00256914

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Vienna, Ohio 44473

**SERVICE ADDRESS** [REDACTED] Vienna, Ohio 44473

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:**

**NIQ:** [REDACTED]

\*\*\*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:**

Good afternoon,

Mr. [REDACTED] contacted the PUCO regarding a rep from your company going to his home. He was informed by the rep that if he agreed to the intro rate the variable rate after would be lower then his gas and electric rates from the distribution company. He said the rep misled him to believe he was going to receive a great rate and would save money. When on the phone with the TPV the rep stayed at his home and was coaching him on what to say, and she was being very pushy. Also, due to his community having a sign stating there is no solicitation your company should not have been at the customers home.

Please provide the following:

If a sales call, the recording.

If a door to door sale, a signed contract.

A copy of the TPV.

A copy of the contract and terms and conditions.

A copy of the renewal letter sent.

Can you look into the misleading information that was provided to the customer?

If this community has a no solicitation sign before enter, can you explain why your rep was soliciting your company?

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

**Samantha Boerstler**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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ref:\_00Dt0GzXt.\_500t0FN6Zu:ref

## Orpheus Craigue

**From:** Orpheus Craigue  
**Sent:** Monday, March 11, 2019 5:50 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ ref:\_00Dt0GzXt.\_500t0FN6Zu:ref ]

**Categories:** PUCO Complaint

Hello,

Please find our calculations for Mr. [REDACTED] accounts below, and let us know if you need anything further. Have a great day, thanks!

### Gas:

Begin Date	End Date	Billed Usage (Ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/1/19	3/4/19	133	\$ 246.53	0.29250	38.90	2.63	41.53	\$ 205.00

### Electric:

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/26/19	2/23/19	389	\$ 77.96	0.05440	21.16	\$ 56.80

Orpheus Craigue – Compliance Officer



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

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Monday, March 11, 2019 10:35  
**To:** Orpheus Craigue <ocraigue@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ ref:\_00Dt0GzXt.\_500t0FN6Zu:ref ]

**PUBLIC UTILITIES COMMISSION OF OHIO**  
**Consumer Services Division**  
**Memorandum**

**CASE ID:** 00256914



**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Vienna, Ohio 44473  
**SERVICE ADDRESS:** [REDACTED] Vienna, Ohio 44473  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:**  
**NIQ:**

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

**DESCRIPTION OF ISSUE:**

After your company has calculated the re-rate can you please provide me with the amount and a breakdown?

Sincerely,

**Samantha Boerstler**  
Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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

**From:** Orpheus Craigie [ocraigie@indraenergy.com]  
**Sent:** 3/11/2019 8:58 AM  
**To:** [contactthepuco@puco.ohio.gov](mailto:contactthepuco@puco.ohio.gov)  
**Cc:** [compliance@indraenergy.com](mailto:compliance@indraenergy.com)  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ ref:\_00Dt0GzXt.\_500t0FN6Zu:ref ]

Hello Samantha,

Regarding PUCO Case ID 00256914 [REDACTED]

This electric and gas account were enrolled in our service 10/31/2018, as a result of a door-to-door sale. We're attaching the signed agreement and TPV recording from this enrollment. We've also attached the confirmation packets mailed following enrollment.

**Gas Plan:** Variable. This included a two-month introductory rate of \$2.60 per Mcf, after which the rate would vary month-to-month. No ETFs.

**Electric Plan:** 100%-Green Variable. This included a two-month introductory rate of 51 cents, after which the rate would vary month-to-month. No ETFs.

The customer reached out to our Customer Service line on 2/26/2019 to cancel his accounts. Ohio Edison established an end date of 3/26/2019 and Dominion established an end date of 3/12/2019.

Neither of the customer's accounts were enrolled in fixed products, and as a result, no renewal letter was required to be provided to the customer.

After reviewing the TPV the customer completed, I do not see any indication that the customer was being coached on how to answer prompts, and he answered a prompt during that TPV to confirm that the sales agent had left the premises. Nonetheless, we take the concerns raised here seriously; in addition to not remaining on premises during a TPV, sales agents are required to explain all aspects of any fixed or variable products they are selling, and should not continue to pursue customers if they come across a sign that prohibits soliciting. We have reached out to the sales vendor who employs this agent, and we are currently waiting for their feedback.

Due to the customer's confusion regarding Indra's variable products, and due to any inconvenience the customer may have experienced during his sales experience, we'd be willing to rerate the customer's most recent and upcoming bills; this would provide the customer with the financial effect of a more expedited return to his utilities immediately following the introductory period of his electric and gas plans. We will plan to calculate and proceed with this rerate, unless you would rather provide the information for us in order to calculate this adjustment to apply to the customer's accounts.

Thank you.

Orpheus Craigue – Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center <[contactthepuco@puc.state.oh.us](mailto:contactthepuco@puc.state.oh.us)>

**Sent:** Monday, March 11, 2019 08:12

**To:** Indra Energy Compliance <[Compliance@indraenergy.com](mailto:Compliance@indraenergy.com)>

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ ref: \_00Dt0GzXt.\_500t0FN6Zu: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:** 00256914

**COMPANY:**

**CUSTOMER:**

**ADDRESS:**

Vienna, Ohio 44473

**SERVICE ADDRESS:** Vienna, Ohio 44473

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:**

**NIQ:**

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

**DESCRIPTION OF ISSUE:**

An initial complaint was sent to you on March 5. Please review the customer's concerns and respond within three business days.

Sincerely,

**Samantha Boerstler**  
Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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

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

**Sent:** 3/5/2019 3:40 PM

**To:** [compliance@indraenergy.com](mailto:compliance@indraenergy.com)

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ ref:\_00Dt0GzXt.\_500t0FN6Zu:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Electric & Natural Gas**

**Please Respond Within 3 Business Days**

**CASE ID:** 00256914

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Vienna, Ohio 44473

**SERVICE ADDRESS:** [REDACTED] Vienna, Ohio 44473

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:**

**NIQ:** [REDACTED]

\*\*\*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:**

Good afternoon,

Mr. [REDACTED] contacted the PUCO regarding a rep from your company going to his home. He was informed by the rep that if he agreed to the intro rate the variable rate after would be lower than his gas and electric rates from the distribution company. He said the rep misled him to believe he was going to receive a great rate and would save money. When on the phone with the TPV the rep stayed at his home and was coaching him on what to say, and she was being very pushy. Also, due to his community having a sign stating there is no solicitation your company should not have been at the customers home.

Please provide the following:

If a sales call, the recording.

If a door to door sale, a signed contract.

A copy of the TPV.

A copy of the contract and terms and conditions.

A copy of the renewal letter sent.

Can you look into the misleading information that was provided to the customer?

If this community has a no solicitation sign before enter, can you explain why your rep was soliciting your company?

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

**Samantha Boerstler**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department



Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://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.\_500t0FN6Zu:ref

## Orpheus Craigue

---

**From:** Orpheus Craigue  
**Sent:** Monday, March 11, 2019 8:59 AM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ ref:\_00Dt0GzXt\_500t0FN6Zu:ref ]  
**Attachments:** [REDACTED].pdf; [REDACTED].TPV.mp3; [REDACTED].Confirmation Pack Electric.pdf; [REDACTED].Confirmation Pack Gas.pdf  
**Categories:** PUCO Complaint

Hello Samantha,

Regarding PUCO Case ID 00256914; [REDACTED]

This electric and gas account were enrolled in our service 10/31/2018, as a result of a door-to-door sale. We're attaching the signed agreement and TPV recording from this enrollment. We've also attached the confirmation packets mailed following enrollment.

**Gas Plan:** Variable. This included a two-month introductory rate of \$2.60 per Mcf, after which the rate would vary month-to-month. No ETFs.

**Electric Plan:** 100%-Green Variable. This included a two-month introductory rate of 51 cents, after which the rate would vary month-to-month. No ETFs.

The customer reached out to our Customer Service line on 2/26/2019 to cancel his accounts. Ohio Edison established an end date of 3/26/2019 and Dominion established an end date of 3/12/2019.

Neither of the customer's accounts were enrolled in fixed products, and as a result, no renewal letter was required to be provided to the customer.

After reviewing the TPV the customer completed, I do not see any indication that the customer was being coached on how to answer prompts, and he answered a prompt during that TPV to confirm that the sales agent had left the premises. Nonetheless, we take the concerns raised here seriously; in addition to not remaining on premises during a TPV, sales agents are required to explain all aspects of any fixed or variable products they are selling, and should not continue to pursue customers if they come across a sign that prohibits soliciting. We have reached out to the sales vendor who employs this agent, and we are currently waiting for their feedback.

Due to the customer's confusion regarding Indra's variable products, and due to any inconvenience the customer may have experienced during his sales experience, we'd be willing to rerate the customer's most recent and upcoming bills; this would provide the customer with the financial effect of a more expedited return to his utilities immediately following the introductory period of his electric and gas plans. We will plan to calculate and proceed with this rerate, unless you would rather provide the information for us in order to calculate this adjustment to apply to the customer's accounts.

Thank you.

Orpheus Craigue – Compliance Officer



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

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

**Sent:** Monday, March 11, 2019 08:12

**To:** Indra Energy Compliance <Compliance@indraenergy.com>

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ ref: \_00Dt0GzXt.\_500t0FN6Zu: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:** 00256914

**COMPANY:**

**CUSTOMER:**

**ADDRESS:**

Vienna, Ohio 44473

**SERVICE ADDRESS:** Vienna, Ohio 44473

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:**

**NIQ:**

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

**DESCRIPTION OF ISSUE:**

An initial complaint was sent to you on March 5. Please review the customer's concerns and respond within three business days.

Sincerely,

**Samantha Boerstler**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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

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

**Sent:** 3/5/2019 3:40 PM

**To:** [compliance@indraenergy.com](mailto:compliance@indraenergy.com)

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256914 [ ref:\_00Dt0GzXt.\_500t0FN6Zu:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Electric & Natural Gas**

**Please Respond Within 3 Business Days**

**CASE ID:** 00256914

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Vienna, Ohio 44473

**SERVICE ADDRESS:** [REDACTED] Vienna, Ohio 44473

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:**

**NIQ:** [REDACTED]

\*\*\*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:**

Good afternoon,

Mr. [REDACTED] contacted the PUCO regarding a rep from your company going to his home. He was informed by the rep that if he agreed to the intro rate the variable rate after would be lower than his gas and electric rates from the distribution company. He said the rep misled him to believe he was going to receive a great rate and would save money. When on the phone with the TPV the rep stayed at his home and was coaching him on what to say, and she was being very pushy. Also, due to his community having a sign stating there is no solicitation your company should not have been at the customer's home.

Please provide the following:

If a sales call, the recording.

If a door to door sale, a signed contract.

A copy of the TPV.

A copy of the contract and terms and conditions.

A copy of the renewal letter sent.

Can you look into the misleading information that was provided to the customer?

If this community has a no solicitation sign before enter, can you explain why your rep was soliciting your company?

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

**Samantha Boerstler**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://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.\_500t0FN6Zu:ref

## Orpheus Crague

---

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, March 8, 2019 10:47 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt\_500t0FNLsO:ref ]



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

**CASE ID:** 00257490  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED], Xenia, Ohio 45385  
**SERVICE ADDRESS:** [REDACTED], Xenia, Ohio 45385  
**AIQ:** Palmco Power OH LLC  
[REDACTED]

\*\*\*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:**

Good morning,

Ms. [REDACTED] contacted the PUCO regarding her account switching to your company. She stated this was not authorized by her and does not know how this happened.

Please provide the following:

If a sales call, the recording.

If a door to door sale, a signed contract.

A copy of the TPV.

A copy of the contract and terms and conditions.

A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

**Samantha Boerstler**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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ref:\_00Dt0GzXt.\_500t0FNLSO:ref

## William Schaaf

---

**From:** William Schaaf  
**Sent:** Wednesday, March 13, 2019 4:00 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt\_500t0FNLSO:ref ]  
**Attachments:** [REDACTED].MP3; [REDACTED]-Confirmation Pack-Gas.pdf; [REDACTED]-Confirmation Pack-Electric.pdf

Hello Samantha and the PUCO,

Regarding Case # 00257490, [REDACTED]

This customer's gas and electric accounts were enrolled in Indra's service on 2/12/19, as the result of a telephone sale. The enrollment was completed by Mr. [REDACTED], who indicated he was authorized to enroll the accounts. 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.

**Gas Plan:** 100%-Green Variable. This included a two-month introductory rate of 45 cents per Ccf, after which the rate would vary month-to-month.

**Electric Plan:** 100%-Green Variable. This included a two-month introductory rate of 5.4 cents per kWh, after which rate would vary month-to-month.

On 2/22/19, we received an inbound drop transaction for the customer's electric account, which was processed without penalty. This effectively rescinded the enrollment for the customer's electric account; the account will not be serviced by Indra.

We have a record of Ms. [REDACTED] contacting our Customer Service line on 3/7/19. However, the call was disconnected, and our staff was unable to reconnect with her upon calling her back.

Upon receiving this complaint, due the customer's concerns, we submitted an outbound drop for the customer's gas account, and the customer's gas utility will determine an end date. The customer's gas account may briefly be serviced by Indra, as the account currently has a scheduled start date of 3/22/19 at our introductory rate of 45 cents per Ccf.

The customer will not incur any termination fees from Indra.

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

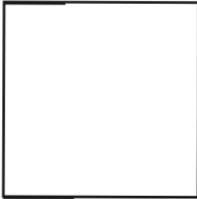
William Schaaf – Asst. Compliance Officer



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

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]  
**Sent:** Friday, March 8, 2019 10:47 AM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_500t0FNLS0:ref ]



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

**CASE ID:** 00257490

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Xenia, Ohio 45385

**SERVICE ADDRESS:** [REDACTED], Xenia, Ohio 45385

**AIO:** Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Good morning,

Ms. [REDACTED] contacted the PUCO regarding her account switching to your company. She stated this was not authorized by her and does not know how this happened.

Please provide the following:

If a sales call, the recording.

If a door to door sale, a signed contract.

A copy of the TPV.

A copy of the contract and terms and conditions.

A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

**Samantha Boerstler**

Public Utilities Commission of Ohio

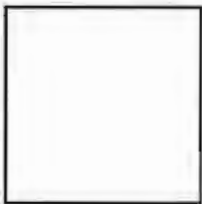
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://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.\_500t0FNLsO:ref



**Sariah Brinker**

---

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, March 15, 2019 3:40 PM  
**To:** William Schaaf  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_500t0FNLSO:ref ]

**PUBLIC UTILITIES COMMISSION OF OHIO**  
**Consumer Services Division**  
**Memorandum**

**CASE ID:** 00257490  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Xenia, Ohio 45385  
**SERVICE ADDRESS:** [REDACTED] Xenia, Ohio 45385  
**A/C:** Belmar Power OH LLC  
[REDACTED]

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

**DESCRIPTION OF ISSUE:**

Do to not having the sales call would your company be willing to re-rate the gas account to the SCO rate?

Sincerely,

**Samantha Boerstler**

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

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

**From:** William Schaaf [wschaaf@indraenergy.com]  
**Sent:** 3/13/2019 3:59 PM  
**To:** contactthepuco@puco.ohio.gov

**Cc:** compliance@indraenergy.com

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_500t0FNLSO:ref ]

Hello Samantha and the PUCO,

Regarding Case # 00257490 [REDACTED]

This customer's gas and electric accounts were enrolled in Indra's service on 2/12/19, as the result of a telephone sale. The enrollment was completed by Mr. [REDACTED] who indicated he was authorized to enroll the accounts. 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.

**Gas Plan:** 100%-Green Variable. This included a two-month introductory rate of 45 cents per Ccf, after which the rate would vary month-to-month.

**Electric Plan:** 100%-Green Variable. This included a two-month introductory rate of 5.4 cents per kWh, after which rate would vary month-to-month.

On 2/22/19, we received an inbound drop transaction for the customer's electric account, which was processed without penalty. This effectively rescinded the enrollment for the customer's electric account; the account will not be serviced by Indra.

We have a record of Ms. [REDACTED] contacting our Customer Service line on 3/7/19. However, the call was disconnected, and our staff was unable to reconnect with her upon calling her back.

Upon receiving this complaint, due the customer's concerns, we submitted an outbound drop for the customer's gas account, and the customer's gas utility will determine an end date. The customer's gas account may briefly be serviced by Indra, as the account currently has a scheduled start date of 3/22/19 at our introductory rate of 45 cents per Ccf.

The customer will not incur any termination fees from Indra.

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](http://www.IndraEnergy.com)

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

**Sent:** Friday, March 8, 2019 10:47 AM

**To:** Indra Energy Compliance <Compliance@indraenergy.com>

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_500t0FNLSO:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Electric**

**Please Respond Within 3 Business Days**

**CASE ID:** 00257490

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Xenia, Ohio 45385

**SERVICE ADDRESS:** [REDACTED] Xenia, Ohio 45385

**AIQ:** Palmco Power OH LLC

[REDACTED]

\*\*\*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:**

Good morning,

Ms. [REDACTED] contacted the PUCO regarding her account switching to your company. She stated this was not authorized by her and does not know how this happened.

Please provide the following:

If a sales call, the recording.

If a door to door sale, a signed contract.

A copy of the TPV.

A copy of the contract and terms and conditions.

A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

**Samantha Boerstler**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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ref:\_00Dt0GzXt.\_500t0FNLSO:ref

**Sariah Brinker**

---

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Saturday, March 23, 2019 10:46 AM  
**To:** William Schaaf  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt\_500t0FNLSO:ref ]

**PUBLIC UTILITIES COMMISSION OF OHIO**  
**Consumer Services Division**  
**Memorandum**

**CASE ID:** 00257490  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Xenia, Ohio 45385  
**SERVICE ADDRESS:** [REDACTED] Xenia, Ohio 45385  
**AIQ:** Palmco Power OH LLC  
[REDACTED]

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

**DESCRIPTION OF ISSUE:**

Would your company be willing to re-rate the customer for the gas after billed?

Sincerely,

**Samantha Boerstler**  
Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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

**From:** William Schaaf [wschaaf@indraenergy.com]  
**Sent:** 3/15/2019 3:54 PM  
**To:** contactthepuco@puco.ohio.gov  
**Cc:** compliance@indraenergy.com



**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_500t0FNLSO:ref ]

Hello Samantha,

We were able to locate the sales call audio for this enrollment, attached here. Sorry for delay in getting this to you. The customer's gas account is scheduled to receive service for one month (3/22/19 – 4/22/19), which will be billed at our introductory rate of 45 cents per Ccf.

Let us know if you need anything further. Thanks.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

**P:** 888.504.6372

**F:** 718 851.2427

[www.IndraEnergy.com](http://www.IndraEnergy.com)

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

**Sent:** Friday, March 15, 2019 3:40 PM

**To:** William Schaaf <wschaaf@indraenergy.com>

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_500t0FNLSO:ref ]

**PUBLIC UTILITIES COMMISSION OF OHIO**  
**Consumer Services Division**  
**Memorandum**

**CASE ID:** 00257490

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Xenia, Ohio 45385

**SERVICE ADDRESS:** [REDACTED] Xenia, Ohio 45385

**AIQ:** Palmco Power OH LLC

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

**DESCRIPTION OF ISSUE:**

Do to not having the sales call would your company be willing to re-rate the gas account to the SCO rate?

Sincerely,

**Samantha Boerstler**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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

**From:** William Schaaf [wschaaf@indraenergy.com]

**Sent:** 3/13/2019 3:59 PM

**To:** contactthepuco@puco.ohio.gov

**Cc:** compliance@indraenergy.com

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_500t0FNLSO:ref ]

Hello Samantha and the PUCO,

Regarding Case # 00257490, [REDACTED]

This customer's gas and electric accounts were enrolled in Indra's service on 2/12/19, as the result of a telephone sale. The enrollment was completed by Mr. [REDACTED], who indicated he was authorized to enroll the accounts. 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.

**Gas Plan:** 100%-Green Variable. This included a two-month introductory rate of 45 cents per Ccf, after which the rate would vary month-to-month.

**Electric Plan:** 100%-Green Variable. This included a two-month introductory rate of 5.4 cents per kWh, after which rate would vary month-to-month.

On 2/22/19, we received an inbound drop transaction for the customer's electric account, which was processed without penalty. This effectively rescinded the enrollment for the customer's electric account; the account will not be serviced by Indra.

We have a record of Ms. [REDACTED] contacting our Customer Service line on 3/7/19. However, the call was disconnected, and our staff was unable to reconnect with her upon calling her back.

Upon receiving this complaint, due the customer's concerns, we submitted an outbound drop for the customer's gas account, and the customer's gas utility will determine an end date. The customer's gas account may briefly be serviced by Indra, as the account currently has a scheduled start date of 3/22/19 at our introductory rate of 45 cents per Ccf.

The customer will not incur any termination fees from Indra.

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

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200

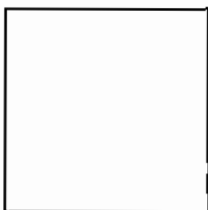
Philadelphia, PA 19102

**P:** 888.504.6372

**F:** 718.851.2427

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]  
**Sent:** Friday, March 8, 2019 10:47 AM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_500t0FNLSO:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Electric**

**Please Respond Within 3 Business Days**

**CASE ID:** 00257490

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Xenia, Ohio 45385

**SERVICE ADDRESS:** [REDACTED] Xenia, Ohio 45385

**AIQ:** Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Good morning,

Ms. [REDACTED] contacted the PUCO regarding her account switching to your company. She stated this was not authorized by her and does not know how this happened.

Please provide the following:

If a sales call, the recording.

If a door to door sale, a signed contract.

A copy of the TPV.

A copy of the contract and terms and conditions.

A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

**Samantha Boerstler**

Public Utilities Commission of Ohio

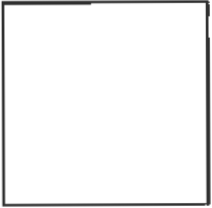
Service Monitoring and Enforcement Department

Customer Service Investigator

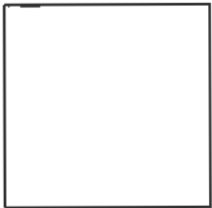
(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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ref:\_00Dt0GzXt.\_500t0FNLsO:ref





## Sariah Brinker

---

**From:** William Schaaf  
**Sent:** Tuesday, March 26, 2019 8:54 AM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_500t0FNLSO:ref ]

Sorry, I left out a word below. We are willing to rerate the customer's bill once it is rendered.

William Schaaf – Asst. Compliance Officer



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

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** William Schaaf  
**Sent:** Tuesday, March 26, 2019 8:52 AM  
**To:** PUCO Consumer Call Center <[contactthepuco@puc.state.oh.us](mailto:contactthepuco@puc.state.oh.us)>  
**Cc:** Indra Energy Compliance <[Compliance@indraenergy.com](mailto:Compliance@indraenergy.com)>  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_500t0FNLSO:ref ]

Good morning,

Yes, we are willing to the customer's bill once it is rendered.

William Schaaf – Asst. Compliance Officer



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

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center <[contactthepuco@puc.state.oh.us](mailto:contactthepuco@puc.state.oh.us)>  
**Sent:** Saturday, March 23, 2019 10:46 AM  
**To:** William Schaaf <[wschaaf@indraenergy.com](mailto:wschaaf@indraenergy.com)>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_500t0FNLSO:ref ]

**PUBLIC UTILITIES COMMISSION OF OHIO**  
**Consumer Services Division**

## Memorandum

**CASE ID:** 00257490

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Xenia, Ohio 45385

**SERVICE ADDRESS:** [REDACTED] Xenia, Ohio 45385

**A/C:** Balmer Power OF LLC

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

### **DESCRIPTION OF ISSUE:**

Would your company be willing to re-rate the customer for the gas after billed?

Sincerely,

**Samantha Boerstler**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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

**From:** William Schaaf [wschaaf@indraenergy.com]

**Sent:** 3/15/2019 3:54 PM

**To:** [contactthepuco@puco.ohio.gov](mailto:contactthepuco@puco.ohio.gov)

**Cc:** [compliance@indraenergy.com](mailto:compliance@indraenergy.com)

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_S00t0FNLSO:ref ]

Hello Samantha,

We were able to locate the sales call audio for this enrollment, attached here. Sorry for delay in getting this to you. The customer's gas account is scheduled to receive service for one month (3/22/19 – 4/22/19), which will be billed at our introductory rate of 45 cents per Ccf.

Let us know if you need anything further. Thanks.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

**P:** 888.504.6372

**F:** 718.851.2427

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center [<mailto:contactthepuco@puc.state.oh.us>]

**Sent:** Friday, March 15, 2019 3:40 PM

**To:** William Schaaf <[wschaaf@indraenergy.com](mailto:wschaaf@indraenergy.com)>

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_500t0FNLS0:ref ]

---

**PUBLIC UTILITIES COMMISSION OF OHIO  
Consumer Services Division  
Memorandum**

**CASE ID:** 00257490

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Xenia, Ohio 45385

**SERVICE ADDRESS:** [REDACTED] Xenia, Ohio 45385

**AIQ:** Palmco Power OH LLC  
[REDACTED]

\*\*\*To ensure your response attaches to the appropriate case, please reply to this email without changing the

subject line. Thank you!\*\*\*

**DESCRIPTION OF ISSUE:**

Do to not having the sales call would your company be willing to re-rate the gas account to the SCO rate?

Sincerely,

**Samantha Boerstler**

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

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

**From:** William Schaaf [wschaaf@indraenergy.com]

**Sent:** 3/13/2019 3:59 PM

**To:** [contactthepuco@puco.ohio.gov](mailto:contactthepuco@puco.ohio.gov)

**Cc:** [compliance@indraenergy.com](mailto:compliance@indraenergy.com)

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_500t0FNLSO:ref ]

Hello Samantha and the PUCO,

Regarding Case # 00257490, [REDACTED]

This customer's gas and electric accounts were enrolled in Indra's service on 2/12/19, as the result of a telephone sale. The enrollment was completed by Mr [REDACTED] who indicated he was authorized to enroll the accounts. 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.

**Gas Plan:** 100%-Green Variable. This included a two-month introductory rate of 45 cents per Ccf, after which the rate would vary month-to-month.

**Electric Plan:** 100%-Green Variable. This included a two-month introductory rate of 5.4 cents per kWh, after which rate would vary month-to-month.



On 2/22/19, we received an inbound drop transaction for the customer's electric account, which was processed without penalty. This effectively rescinded the enrollment for the customer's electric account; the account will not be serviced by Indra.

We have a record of Ms. [REDACTED] contacting our Customer Service line on 3/7/19. However, the call was disconnected, and our staff was unable to reconnect with her upon calling her back.

Upon receiving this complaint, due the customer's concerns, we submitted an outbound drop for the customer's gas account, and the customer's gas utility will determine an end date. The customer's gas account may briefly be serviced by Indra, as the account currently has a scheduled start date of 3/22/19 at our introductory rate of 45 cents per Ccf.

The customer will not incur any termination fees from Indra.

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

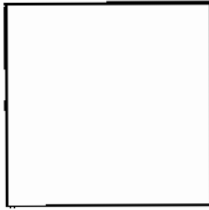
[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center [<mailto:contactthepuco@puc.state.oh.us>]

**Sent:** Friday, March 8, 2019 10:47 AM

**To:** Indra Energy Compliance <[Compliance@indraenergy.com](mailto:Compliance@indraenergy.com)>

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_500t0FNLSO:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Electric**

**Please Respond Within 3 Business Days**

**CASE ID:** 00257490

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Xenia, Ohio 45385

**SERVICE ADDRESS:** [REDACTED] Xenia, Ohio 45385

**AIQ:** Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Good morning,

Ms. [REDACTED] contacted the PUCO regarding her account switching to your company. She stated this was not authorized by her and does not know



how this happened.

Please provide the following:

If a sales call, the recording.

If a door to door sale, a signed contract.

A copy of the TPV.

A copy of the contract and terms and conditions.

A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

**Samantha Boerstler**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

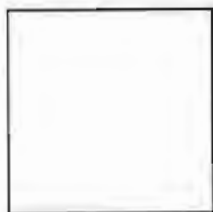
(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://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.\_500t0FNLsO:ref



**Sariah Brinker**

---

**From:** William Schaaf  
**Sent:** Friday, March 15, 2019 3:54 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_500t0FNLSO:ref ]  
**Attachments:** [REDACTED] ales Call.mp3

Hello Samantha,

We were able to locate the sales call audio for this enrollment, attached here. Sorry for delay in getting this to you. The customer's gas account is scheduled to receive service for one month (3/22/19 – 4/22/19), which will be billed at our introductory rate of 45 cents per Ccf.

Let us know if you need anything further. Thanks.

William Schaaf – Asst. Compliance Officer



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

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]  
**Sent:** Friday, March 15, 2019 3:40 PM  
**To:** William Schaaf <wschaaf@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_500t0FNLSO:ref ]

**PUBLIC UTILITIES COMMISSION OF OHIO**  
**Consumer Services Division**  
**Memorandum**

**CASE ID:** 00257490  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Xenia, Ohio 45385  
**SERVICE ADDRESS:** [REDACTED] Xenia, Ohio 45385  
**AIQ:** Palmco Power OH LLC  
[REDACTED]

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

**DESCRIPTION OF ISSUE:**

Do to not having the sales call would your company be willing to re-rate the gas account to the SCO rate?

Sincerely,

**Samantha Boerstler**

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

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

**From:** William Schaaf [wschaaf@indraenergy.com]

**Sent:** 3/13/2019 3:59 PM

**To:** contactthepuco@puco.ohio.gov

**Cc:** compliance@indraenergy.com

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt.\_500t0FNLsO:ref ]

Hello Samantha and the PUCO,

Regarding Case # 00257490, [REDACTED]

This customer's gas and electric accounts were enrolled in Indra's service on 2/12/19, as the result of a telephone sale. The enrollment was completed by Mr. [REDACTED] who indicated he was authorized to enroll the accounts. 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.

**Gas Plan:** 100%-Green Variable. This included a two-month introductory rate of 45 cents per Ccf, after which the rate would vary month-to-month.

**Electric Plan:** 100%-Green Variable. This included a two-month introductory rate of 5.4 cents per kWh, after which rate would vary month-to-month.

On 2/22/19, we received an inbound drop transaction for the customer's electric account, which was processed without penalty. This effectively rescinded the enrollment for the customer's electric account; the account will not be serviced by Indra.

We have a record of Ms. [REDACTED] contacting our Customer Service line on 3/7/19. However, the call was disconnected, and our staff was unable to reconnect with her upon calling her back.

Upon receiving this complaint, due the customer's concerns, we submitted an outbound drop for the customer's gas account, and the customer's gas utility will determine an end date. The customer's gas account may briefly be serviced by Indra, as the account currently has a scheduled start date of 3/22/19 at our introductory rate of 45 cents per Ccf.

The customer will not incur any termination fees from Indra.

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](http://www.IndraEnergy.com)

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

**Sent:** Friday, March 8, 2019 10:47 AM

**To:** Indra Energy Compliance <Compliance@indraenergy.com>

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257490 [ ref:\_00Dt0GzXt,\_500t0FNLSO:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Electric**

**Please Respond Within 3 Business Days**

**CASE ID:** 00257490

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Xenia, Ohio 45385

**SERVICE ADDRESS:** [REDACTED] Xenia, Ohio 45385

**AIQ:** Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Good morning,

Ms. [REDACTED] contacted the PUCO regarding her account switching to your company. She stated this was not authorized by her and does not know how this happened.



Please provide the following:

If a sales call, the recording.

If a door to door sale, a signed contract.

A copy of the TPV.

A copy of the contract and terms and conditions.

A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

**Samantha Boerstler**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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ref:\_00Dt0GzXt.\_500t0FNLSO:ref



**Sariah Brinker**

---

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Monday, April 29, 2019 2:34 PM  
**To:** Indra Energy Compliance  
**Subject:** FW: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262883 [ ref:\_00Dt0GzXt,\_500t0GlxB9;ref ]

**PUBLIC UTILITIES COMMISSION OF OHIO**  
**Fourth Request for Information**

**Please Respond Within 48 Hours**

**CASE ID:** 00262883  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Akron, Ohio 44321  
**SERVICE ADDRESS:** [REDACTED] Copley, Ohio 44321  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIQ:**

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

**DESCRIPTION OF ISSUE:**

An initial complaint was sent to you on April 9, 2019. A second request for information was sent on April 17, 2019. A third request for information was sent on April 24, 2019. Please refer to the details contained in the original submission of the complaint and respond within 48 hours.

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](http://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.

----- Forwarded Message -----

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

**Sent:** 4/24/2019 1:12 PM

**To:** compliance@indraenergy.com

**Subject:** FW: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262883 [ref: 00Dt0GzXt\_500t0GIxB9:ref]

**PUBLIC UTILITIES COMMISSION OF OHIO**

**Third Request for Information**

**Please Respond Within 48 Hours**

**CASE ID:** 00262883

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Akron, Ohio 44321

**SERVICE ADDRESS:** [REDACTED] Copley, Ohio 44321

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:**

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

**DESCRIPTION OF ISSUE:**

An initial complaint was sent to you on April 9, 2019. A second request for information was sent on April 17, 2019. Please refer to the details contained in the original submission of the complaint and respond within 48 hours.

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](http://www.PUCO.ohio.gov)

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----- Forwarded Message -----

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

**Sent:** 4/17/2019 4:18 PM

To: compliance@indraenergy.com

Subject: FW: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262883 [ref:\_00Dt0GzXt.\_500t0GIxB9: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:** 00262883

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED]

Akron, Ohio 44321

**SERVICE ADDRESS:** [REDACTED], Copley, Ohio 44321

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:** [REDACTED]

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

**DESCRIPTION OF ISSUE:**

An initial complaint was sent to you on April 9, 2019. Please review the customer's concerns and respond within three business days.

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](http://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.

----- Forwarded Message -----

**From:** PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]  
**Sent:** 4/9/2019 11:02 AM  
**To:** compliance@indraenergy.com  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262883 [ref:\_00Dt0GzXt.\_500t0GIxB9:ref]



**Initial Submission of a Consumer Complaint**

**Provider of Natural Gas or Electric Supply**

**Please Respond Within 3 Business Days**

**CASE ID:** 00262883

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Akron, Ohio 44321

**SERVICE ADDRESS:** [REDACTED] Copley, Ohio 44321

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

[REDACTED] contacted the PUCO regarding the enrollment of her 87 year old mother's account with Indra Energy. According to Ms. [REDACTED] her mother has dementia.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?



2. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
3. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
4. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.
5. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

Please also provide copies of all enrollment materials to include (as applicable):

1. The sales script and/or sales call used to market this customer.
2. The signed agreement for service.
3. The Terms and Conditions of Service.
4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.
6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.

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](http://www.PUCO.ohio.gov)

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ref:\_00Dt0GzXt.\_500t0GlxB9:ref

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, April 09, 2019 11:03 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262883 [ ref:\_00Dt0GzXt\_500t0GIxB9:ref ]



**Public Utilities  
Commission**

**Initial Submission of a Consumer Complaint  
Provider of Natural Gas or Electric Supply  
Please Respond Within 3 Business Days**

**CASE ID:** 00262883

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Akron, Ohio 44321

**SERVICE ADDRESS:** [REDACTED] Copley, Ohio 44321

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**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) or O.A.C. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

[REDACTED] contacted the PUCO regarding the enrollment of her 87 year old mother's account with Indra Energy. According to Ms [REDACTED] her mother has dementia.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
3. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
4. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.
5. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.

6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

Please also provide copies of all enrollment materials to include (as applicable):

1. The sales script and/or sales call used to market this customer.
2. The signed agreement for service.
3. The Terms and Conditions of Service.
4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.
6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.

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](http://www.PUCO.ohio.gov)

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ref:\_00Dt0GzXt.\_500t0GIxB9:ref

## Sariah Brinker

---

**From:** Keenia Joseph  
**Sent:** Wednesday, May 01, 2019 8:14 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262883 [ ref:\_00Dt0GzXt\_500t0GlxB9;ref ]  
**Attachments:** [REDACTED] Agreement.pdf; Confirmation Package Electric.pdf; Confirmation Package Gas.pdf; TPV.MP3

Hello Tara and PUCO,

Customer [REDACTED] enrolled in Indra's gas and electric variable rate plans on 10/23/2018 , as a result of a Door-to-Door sale. We've attached the agreement, TPV and confirmation packages sent detailing the terms of service.

Gas Plan: Introductory Rate of \$2.60000/Mcf for the first two billing cycles, and a variable rate thereafter.

Electric: Introductory Rate of \$0.05100/kWh for the first two billing cycles, and a variable rate thereafter.

On 3/26/2019 Mrs. [REDACTED] contacted our Customer Service line and expressed unhappiness with her bill. Customer requested account be reviewed for a credit. Per customers request account was sent for review.

On 4/5/19 [REDACTED] customers daughter contacted our customer service line and requested her mother's accounts be canceled. Per customers request accounts were dropped, with no ETF's issued. Dominion East established service end date of 4/9/2019 for the gas account and Ohio Edison established a service end date of 4/5/2019 for the electric account. Also at customers request they were placed on the Do not Call and Do Not Knock lists.

Upon review of the account it was determined that we will rerate the customer's final bills to the rate of their utility, once it is rendered. This will provide the customer with the financial effect of an expedited return to their utility.

Keenia Joseph – Director of Compliance



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

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** PUCO Consumer Call Center  
**Sent:** Tuesday, April 9, 2019 11:03 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262883 [ ref:\_00Dt0GzXt\_500t0GlxB9;ref ]



**Public Utilities  
Commission**

**Initial Submission of a Consumer Complaint  
Provider of Natural Gas or Electric Supply  
Please Respond Within 3 Business Days**

**CASE ID:** 00262883

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Akron, Ohio 44321

**SERVICE ADDRESS:** [REDACTED] Copley, Ohio 44321

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:**

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**DESCRIPTION OF ISSUE:**

[REDACTED] contacted the PUCO regarding the enrollment of her 87 year old mother's account with Indra Energy. According to Ms. [REDACTED], her mother has dementia.

Please review the account and advise:

1. When, how, and by whom the enrollment was completed?
2. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
3. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
4. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.
5. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

Please also provide copies of all enrollment materials to include (as applicable):



1. The sales script and/or sales call used to market this customer.
2. The signed agreement for service.
3. The Terms and Conditions of Service.
4. The signed Acknowledgement form.
5. The Welcome Letter mailed to the customer.
6. The Third Party Verification recording for this enrollment.
7. The contract expiration notices mailed to the customer.

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](http://www.PUCO.ohio.gov)

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ref:\_00Dt0GzXt,\_500t0GlxB9:ref



1515 Market Street, Suite 1200  
Philadelphia, PA 19102  
CustomerCare@IndraEnergy.com  
Website: www.IndraEnergy.com  
Phone: (800) 504-6372

DOOR-TO-DOOR ENROLLMENT FORM (OHIO)  
CUSTOMER INFORMATION

VE18-10.01

Customer Name: [REDACTED] Relationship to Account Holder: Spouse  
E-mail Address: [REDACTED] N/A  
Provide your e-mail address to authorize Indra to send notices and communications. Indra does not sell, provide, or share your e-mail information with third parties.  
Service Address: [REDACTED] City: Copley State: OH Zip Code: 44221  
Billing Address (If Different): SAME City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]  
Phone Number: [REDACTED] ☐ Mobile ☒ Home

ACCOUNT INFORMATION

Third Party Verification # (TPV): 639 06315  
Account Holder's Name on Electricity Account: [REDACTED]  
Electricity Utility Account Number: [REDACTED] ☐  
Budget Billing: ☐ Yes ☒ No Product Code: Variable

PLEASE CHOOSE ONE OF THE 100% RENEWABLE ENERGY PRODUCT OFFERINGS BELOW

Two phase Fixed Electric Rate

Initial Rate of \$ \_\_\_\_\_ per kWh for the first month followed by a Fixed Rate of \$ \_\_\_\_\_ per kWh for the remaining \_\_\_\_\_ months

Standard Fixed Electric Rate

Fixed Rate of \$ \_\_\_\_\_ per kWh for \_\_\_\_\_ months

Introductory Electric Variable Rate

CH B. DIGN 5.1 Per kWh  
Insert Utility Name Insert Introductory Price Units  
You will pay the Introductory Rate stated above for the first two billing cycles. Thereafter, you will receive a variable rate that may vary month-to-month. This rate does not include utility transportation, delivery, or other charges that your electric utility may impose. For full details see the Pricing section in the Terms and Conditions.

Account Holder's Name on Natural Gas Account:

Natural Gas Utility Account Number: [REDACTED] ☐  
Budget Billing: ☐ Yes ☒ No

PLEASE CHOOSE ONE OF THE NATURAL GAS PRICE OFFERINGS BELOW

Two Phase Fixed Gas Rate

Initial Rate of \$ \_\_\_\_\_ per Ccf/Mcf for the first month followed by a Fixed Rate of \$ \_\_\_\_\_ per Ccf/Mcf for the remaining \_\_\_\_\_ months

Introductory Gas Variable Rate

DOMINION B. OH 2.60 Per Ccf/Mcf  
Insert Utility Name Insert Introductory Price Units  
You will pay the Introductory Rate stated above for the first two billing cycles. Thereafter, you will receive a variable rate that may vary month-to-month. This rate does not include utility transportation, delivery, or other charges that your natural gas utility may impose. For full details see the Pricing section in the Terms and Conditions.

ACKNOWLEDGEMENT FORM

Please Read Carefully and Initial in the Appropriate Spaces

- The representative stated that he/she was representing Indra and was not from the Electric and/or Natural Gas Distribution Company.
- The representative explained that by signing the enrollment form I was entering into an agreement/contract for Indra to supply my electricity and/or natural gas.
- The representative explained to me the price for electricity and/or natural gas under this contract.
- For variable rate customers only:** The representative explained that the contract is for one month and will continue on a month-to-month basis until either Indra or I decide to cancel the contract. I can access my future variable pricing information at: <https://indraenergy.com/ohio/ohio-variable-rates>.
- For fixed rate customers only:** The representative explained to me that the contract is for a total term of \_\_\_\_\_ months and it will be automatically renewed at the end of my fixed rate, to the rate that is then in effect, in accordance with my Renewal Notice and Terms and Conditions.
- The representative explained my right to cancel.
- The representative left two completed right to cancel notices with me.
- The representative disclosed that no early termination liability fee would apply, if I cancel the contract.

CUSTOMER AUTHORIZATION

- I understand my electric and/or natural gas utility(ies) will remain responsible for the delivery of electricity and/or natural gas to my premise and will continue to respond to any service calls and emergencies.
- I understand that my utility(ies) will send me a single bill covering my electric and/or natural gas delivery service, and Indra's supply service.
- I understand that Indra does not guarantee savings under this Agreement/Contract.

**INITIAL COOLING OFF PERIOD:** YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF YOUR RECEIPT OF COPIES OF THIS AGREEMENT. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

**FURTHER RIGHT(S) OF RESCISSION:** Thereafter, You, the buyer, have until the seventh day after the postmark date on your enrollment confirmation notice, from your utility, to rescind this Agreement without paying anything. You must contact your utility to rescind.

By signing below, you agree to the terms and conditions of this Agreement, including the Terms and Conditions on the reverse side.

For: INDRA ENERGY (SELLER)

By: CHERIE MOON (1067)  
REPRESENTATIVE'S NAME (PRINT) ID NUMBER

By: CHERIE MOON  
REPRESENTATIVE'S SIGNATURE

By: [REDACTED]  
CUSTOMER'S SIGNATURE

Date: 10/18/18

MONTH / DAY / YEAR

OH-E 40005273



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

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

**10/25/2018**

[REDACTED]  
Copley, OH 44321

**Thank you for choosing Indra Energy as your energy supplier!**

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

**We are currently processing your enrollment**

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

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

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

**Utility Account Number:** [REDACTED]

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

**Cancellation Fees:** None.

**Budget Billing:** Available upon request.

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

**Your feedback is important to us!**

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

**Questions?**

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

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit [IndraEnergyRewards.com](http://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; or (c) emailing

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

## **PRICING.**

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

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

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

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

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



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

**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](http://www.IndraEnergy.com). This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

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

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

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

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto: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](http://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.

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

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

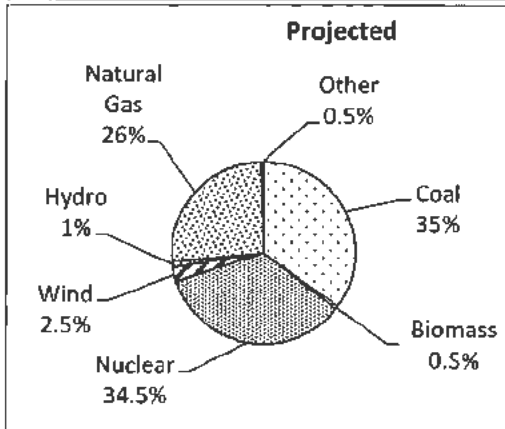
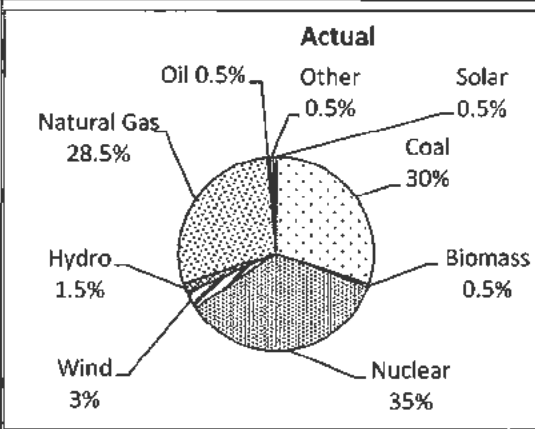
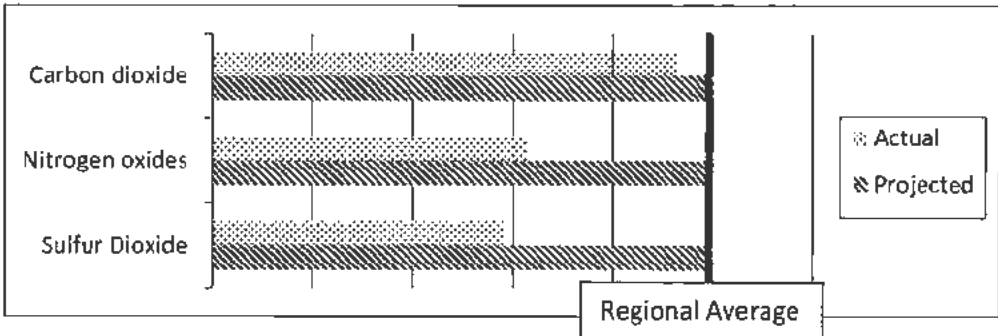
**AGREEMENT DETAILS.** Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We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

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

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

V.E.18-10.01



Environmental Disclosure Information – Quarterly Comparisons												
Indra Energy												
Projected Data for the 2018 Calendar Year												
Actual Data for the Period 01/01/18 to 6/30/18												
<b>Generation Resource Mix -</b> A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.	<b>Projected</b> 		<b>Actual</b> 									
<b>Environmental Characteristics--</b>  A description of the characteristics associated with each possible generation resource.	Biomass Power	Air Emissions and Solid Waste										
	Coal Power	Air Emissions and Solid Waste										
	Hydro Power	Wildlife Impacts										
	Natural Gas Power	Air Emissions and Solid Waste										
	Nuclear Power	Radioactive Waste										
	Oil Power	Air Emissions and Solid Waste										
	Other Sources	Unknown Impacts										
	Solar Power	No Significant Impacts										
	Unknown Purchased Resources	Unknown Impacts										
	Wind Power	Wildlife Impacts										
<b>Air Emissions –</b>  Product-specific projected and actual air emissions for this period compared to the regional average air emissions.												
<b>Radioactive Waste –</b>  Radioactive waste associated with the product.	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft³/1,000 kWh</td></tr></table>			Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh
	Type:	Quantity:										
	High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh									
	Low-Level Radioactive Waste	Unknown	Ft³/1,000 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 <a href="http://www.IndraEnergy.com">www.IndraEnergy.com</a> or by phone at (888) 504-6372.												



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

**w:** [IndraEnergy.com](http://IndraEnergy.com)  
**e:** [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com)  
**toll free:** 1 (888) 50-INDRA  
1 (888) 504 6372

**10/25/2018**

[REDACTED]  
**Copley, OH 44321**

**Thank you for choosing Indra Energy as your energy supplier!**

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

**We are currently processing your enrollment**

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

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

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

**Utility Account Number:** [REDACTED]

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

**Cancellation Fees:** None.

**Budget Billing:** Please contact Dominion East Ohio.

**Your feedback is important to us!**

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

**Questions?**

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at [CustomerCare@IndraEnergy.com](mailto: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](http://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; or (c) emailing

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

### **PRICING.**

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

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

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

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

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



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

**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](http://www.IndraEnergy.com). This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

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

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

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

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto: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](http://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.

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

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

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

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

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

V.E.18-10.01

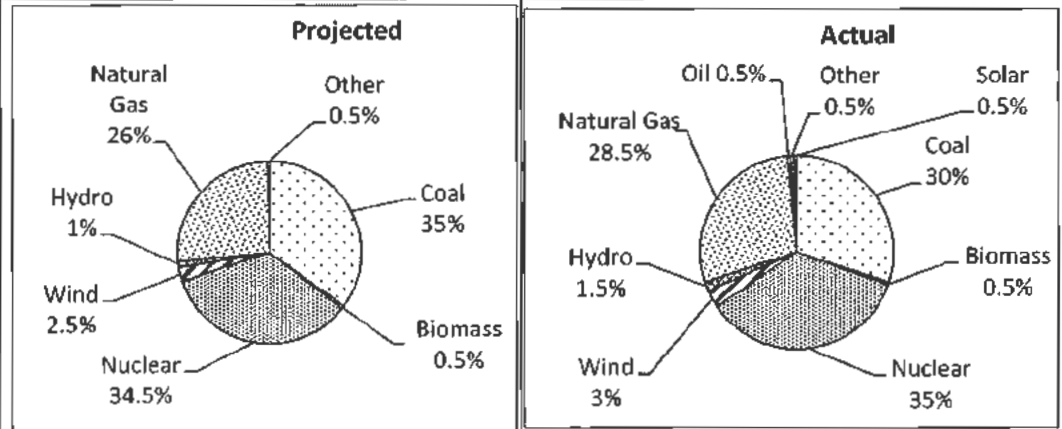
## Environmental Disclosure Information – Quarterly Comparisons

### Indra Energy

#### Projected Data for the 2018 Calendar Year

#### Actual Data for the Period 01/01/18 to 6/30/18

**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.



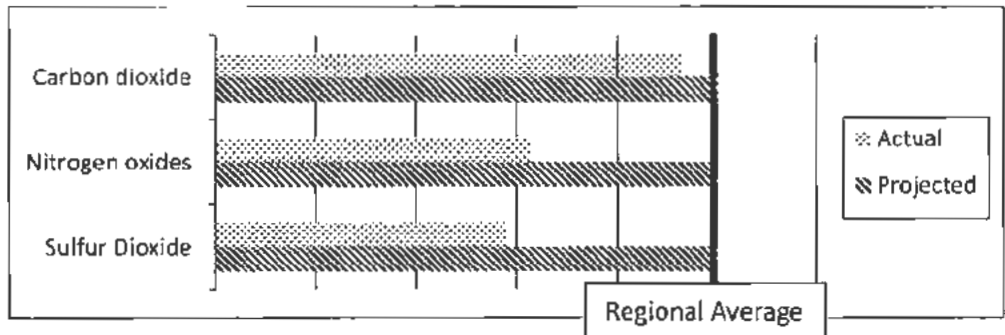
### Environmental Characteristics–

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

### Air Emissions –

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



### Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /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](http://www.IndraEnergy.com) or by phone at (888) 504-6372.



**Cheryl Smith**

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**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, May 07, 2019 11:56 AM  
**To:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00500817 [ ref:\_00Dt0GzXt.\_500t0IfSrZ:ref ]



**Public Utilities  
Commission**

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

**Please Respond Within 3 Days**

**CASE ID:** 00500817

**COMPANY:** [REDACTED]

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Cleveland, Ohio 44105

**SERVICE ADDRESS:** [REDACTED] Cleveland, Ohio 44105

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:**  
[REDACTED]

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

**DESCRIPTION OF ISSUE:**

An initial complaint was sent to you on 5/3/19. Please review the customer's concerns and respond within three business days.

Mr. [REDACTED] stats that his bill is over \$1,000.00 for one month. He called the utility company and was told his usage is low but the rate he is paying is high. He does not know how he was enrolled with the company.

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 about rates?
5. If so, when and what was explained to him?
6. 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](http://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:** Andrea Smith [contactthepuco@puc.state.oh.us]  
**Sent:** 5/3/2019 12:11 PM  
**To:** compliance@indraenergy.com  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00500817 [ref:\_00Dt0GzXt\_500t0IfSrZ:ref ]



**Initial Submission of a Consumer Complaint**

**Marketer of Natural Gas**

**Please Respond Within 3 Business Days**

**CASE ID:** 00500817

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Cleveland, Ohio 44105

**SERVICE ADDRESS:** [REDACTED] Cleveland, Ohio 44105

**AIQ:** Palmco Energy OH LLC

[REDACTED]

\*\*\*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. [REDACTED] states that his bill is over \$1,000.00 for one month. He called the utility company and was told his usage is low but the rate he is paying is high. He does not know how he was enrolled with the company.

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 about rates?
5. If so, when and what was explained to him?
6. 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](http://www.PUCO.ohio.gov)

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ref:\_00Dt0GzXt\_500t0IfSrZ:ref

**Cheryl Smith**

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**From:** Daniel Anderson <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, May 17, 2019 12:39 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00500817 [ ref:\_00Dt0GzXt\_500t0fSrZ:ref ]



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

**CASE ID:** 00500817

**CUSTOMER:** [REDACTED]

**SERVICE ADDRESS:** [REDACTED] Cleveland, Ohio 44105

**AIO:** Palmco Energy OH LLC  
[REDACTED]

\*\*\*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:**

E-mail complaints was sent to you on May 3 and May 7. 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](http://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.\_500t0IfSrZ:ref



**Cheryl Smith**

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**From:** Andrea Smith <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, May 31, 2019 1:37 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00500817 [ ref:\_00Dt0GzXt.\_500t0lfSrZ:ref ]



**PUBLIC UTILITIES COMMISSION OF OHIO**  
**Consumer Services Division**  
**Memorandum**

**CASE ID:** 00500817  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Cleveland, Ohio 44105  
**SERVICE ADDRESS:** [REDACTED] Cleveland, Ohio 44105  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:**  
[REDACTED]

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

**DESCRIPTION OF ISSUE: This is the fourth request for information. Please review the customer's concerns and respond within three business days.**

Mr. [REDACTED] stats that his bill is over \$1,000.00 for one month. He called the utility company and was told his usage is low but the rate he is paying is high. He does not know how he was enrolled with the company.

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 about rates?
5. If so, when and what was explained to him?
6. 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](http://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.\_500t0IfSrZ:ref

## Cheryl Smith

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**From:** Indra Energy Compliance  
**Sent:** Tuesday, June 04, 2019 10:48 AM  
**To:** Andrea Smith  
**Cc:** Indra Energy Compliance; Mark Whitt; Becky Glover  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00500817 [ ref:\_00Dt0GzXt.\_500t0lfSrZ:ref ]

Hi Andrea,

The information you provided below does not match our records. Can you please provide the customer's utility account number so we can perform another search. Thanks very much.

Regards,

Keenia Joseph – Director of Compliance



1515 Market Street, Suite 1200  
Philadelphia, PA 19102  
**P:** 718-975-6611  
**F:** 718.851.2427

[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** Andrea Smith <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, May 3, 2019 12:12 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00500817 [ ref:\_00Dt0GzXt.\_500t0lfSrZ:ref ]



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

**CASE ID:** 00500817

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Cleveland, Ohio 44105

**SERVICE ADDRESS:** [REDACTED] Cleveland, Ohio 44105

**AIO:** Palmco Energy OH LLC  
[REDACTED]

\*\*\*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. [REDACTED] stats that his bill is over \$1,000.00 for one month. He called the utility company and was told his usage is low but the rate he is paying is high. He does not know how he was enrolled with the company.

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 about rates?
5. If so, when and what was explained to him?
6. 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](http://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.\_500t0lfSrZ:ref

**Cheryl Smith**

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**From:** Andrea Smith <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, May 03, 2019 12:12 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00500817 [ ref:\_00Dt0GzXt.\_500t0lfSrZ:ref ]



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

**CASE ID:** 00500817  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Cleveland, Ohio 44105  
**SERVICE ADDRESS:** [REDACTED] Cleveland, Ohio 44105  
**AIQ:** Palmco Energy OH LLC  
[REDACTED]

\*\*\*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. [REDACTED] states that his bill is over \$1,000.00 for one month. He called the utility company and was told his usage is low but the rate he is paying is high. He does not know how he was enrolled with the company.

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 about rates?
5. If so, when and what was explained to him?
6. 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](http://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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**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Thursday, March 28, 2019 5:57 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261011 [ ref:\_00Dt0GzXt.\_500t0GHiQo:ref ]



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

**CASE ID:** 00261011  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Euclid, Ohio 44117  
**SERVICE ADDRESS:** [REDACTED] Euclid, Ohio 44117  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIQ:** [REDACTED]

\*\*\*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 states her March bill was \$116 and her April bill is \$437.98. She called DEO and was told Indra is the supplier and bill her at \$17.364 per Mcf. She was billed from around 2/10-3/10.

**PUCO Question(s):**

How (telephone, kiosk or door-to-door) 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](http://www.PUCO.ohio.gov)

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**Sariah Brinker**

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**From:** William Schaaf  
**Sent:** Tuesday, April 02, 2019 3:04 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261011 [ ref\_00Dt0GzXt\_500t0GHiQo:ref ]  
**Attachments:** [REDACTED] TPV.mp3; [REDACTED] Agreement.pdf; [REDACTED] Confirmation Pack-Gas.pdf; [REDACTED] Confirmation Pack-Electric.pdf; Final Indra D2D Master Sales Script.pdf

Hello Kelly and the PUCO,

Regarding Case # 00261011, [REDACTED]

Ms. [REDACTED] enrolled her gas and electric accounts in Indra's variable rate plans on 10/15/18, 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 11/8/18 and 12/6/18, respectively.

**Gas Plan:** Variable. This included a two-month introductory rate of \$2.60 per Mcf, after which the rate would vary month-to-month. No ETFs.

**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. No ETFs.

Prior to receiving this complaint, we have no record of this customer contacting our Customer Service line during the time she has received our supply. Upon receiving this complaint, we submitted outbound drops for the customer's accounts, and service end dates will be determined by the customer's gas and electric utilities. No ETFs were issued for cancellation.

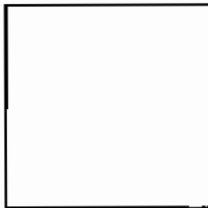
In the interest of resolving the customer's concerns with her gas account, we are willing to rerate the customer's variable gas bills to the rate we have on file for her gas utility. This results in a total adjustment of \$381.31 for the billing period of 1/14/19 thru 3/13/19, which will be sent to the customer's gas utility to be applied to the account. We've included a chart below detailing our calculations for this adjustment. The customer's upcoming final gas bill(s) are also flagged to be adjusted accordingly. This will provide the customer with the financial effect of having received Indra's introductory gas rate for her first two billing cycles, and then have returned to her gas utility's standard service.

Begin Date	End Date	Billed Usage (Ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/12/2019	3/13/2019	189	\$354.43	\$0.3020	\$57.08	\$4.57	\$61.64	\$292.79
1/14/2019	2/12/2019	192	\$165.50	\$0.3712	\$71.27	\$5.70	\$76.97	\$88.53
								\$381.31

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 28, 2019 5:57 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00261011 [ ref:\_00Dt0GzXt.\_500t0GHiQo:ref ]



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

**CASE ID:** 00261011  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Euclid, Ohio 44117  
**SERVICE ADDRESS:** [REDACTED] Euclid, Ohio 44117  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIQ:** [REDACTED]

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**DESCRIPTION OF ISSUE:**

The customer states her March bill was \$116 and her April bill is \$437.98. She called DEO and was told Indra is the supplier and bill her at \$17.364 per Mcf. She was billed from around 2/10-3/10.

**PUCO Question(s):**

How (telephone, kiosk or door-to-door) 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

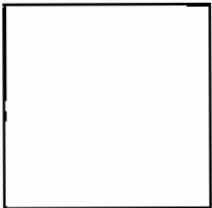
the contract, call script, recorded call with the customer and marketer and TPV.

Sincerely,

**Kelly Mabra**

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Investigator  
(800) 686-PUCO (7826)  
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**DOOR-TO-DOOR ENROLLMENT FORM (OHIO)**  
**CUSTOMER INFORMATION**

VE18-10.01

Customer Name: [REDACTED] Relationship to Account Holder: RECYCLER  
E-mail Address: NO EMAIL  
Provide your e-mail address to authorize Indra to send notices and communications. Indra does not sell, provide, or share your e-mail information with third parties.  
Service Address: [REDACTED] State: PA Zip Code: 19117  
Billing Address (if Different): SAME City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]  
Phone Number: [REDACTED] ☐ Mobile ☐ Home

**ACCOUNT INFORMATION**

Third Party Verification # (TPV): # 66506128  
Account Holder's Name on Electricity Account: [REDACTED]  
Electricity Utility Account Number: [REDACTED]  
Budget Billing: ☒ Yes ☐ No Product Code: VARIABLE

**PLEASE CHOOSE ONE OF THE 100% RENEWABLE ENERGY PRODUCT OFFERINGS BELOW**

**Two phase Fixed Electric Rate**  
11 Illuminating Rate of \$ \_\_\_\_\_ per kWh for the first month followed by a Fixed Rate of \$ \_\_\_\_\_ per kWh for the remaining \_\_\_\_\_ months  
Insert Utility Name

**Standard Fixed Electric Rate**  
Fixed Rate of \$ \_\_\_\_\_ per kWh for \_\_\_\_\_ months  
Insert Utility Name

**Introductory Electric Variable Rate**  
11 Illuminating Company 0.51 Per kWh  
Insert Utility Name Insert Introductory Price Units  
You will pay the Introductory Rate stated above for the first two billing cycles. Thereafter, you will receive a variable rate that may vary month-to-month. This rate does not include utility transportation, delivery, or other charges that your electric utility may impose. For full details see the Pricing section in the Terms and Conditions.

Account Holder's Name on Natural Gas Account: [REDACTED]  
Natural Gas Utility Account Number: [REDACTED]  
Budget Billing: ☒ Yes ☐ No

**PLEASE CHOOSE ONE OF THE NATURAL GAS PRICE OFFERINGS BELOW**

**Two Phase Fixed Gas Rate**  
Initial Rate of \$ \_\_\_\_\_ per Ccf/Mcf for the first month followed by a Fixed Rate of \$ \_\_\_\_\_ per Ccf/Mcf for the remaining \_\_\_\_\_ months  
Insert Utility Name

**Introductory Gas Variable Rate**  
D&D 2.6 Per Ccf/Mcf  
Insert Utility Name Insert Introductory Price Units  
You will pay the Introductory Rate stated above for the first two billing cycles. Thereafter, you will receive a variable rate that may vary month-to-month. This rate does not include utility transportation, delivery, or other charges that your natural gas utility may impose. For full details see the Pricing section in the Terms and Conditions.

**ACKNOWLEDGEMENT FORM**

**Please Read Carefully and Initial in the Appropriate Spaces**

- The representative stated that he/she was representing Indra and was not from the Electric and/or Natural Gas Distribution Company.
- The representative explained that by signing the enrollment form I was entering into an agreement/contract for Indra to supply my electricity and/or natural gas.
- The representative explained to me the price for electricity and/or natural gas under this contract.
- For variable rate customers only:** The representative explained that the contract is for one month and will continue on a month-to-month basis until either Indra or I decide to cancel the contract. I can access my future variable pricing information at: <https://Indraenergy.com/ohio/variable-rates>.
- For fixed rate customers only:** The representative explained to me that the contract is for a total term of \_\_\_\_\_ months and it will be automatically renewed at the end of my fixed rate, to the rate that is then in effect, in accordance with my Renewal Notice and Terms and Conditions.
- The representative explained my right to cancel.
- The representative left two completed right to cancel notices with me.
- The representative disclosed that no early termination liability fee would apply, if I cancel the contract.

**CUSTOMER AUTHORIZATION**

- I understand my electric and/or natural gas utility(ies) will remain responsible for the delivery of electricity and/or natural gas to my premise and will continue to respond to any service calls and emergencies.
- I understand that my utility(ies) will send me a single bill covering my electric and/or natural gas delivery service, and Indra's supply service.
- I understand that Indra does not guarantee savings under this Agreement/Contract.

**INITIAL COOLING OFF PERIOD:** YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF YOU RECEIVE COPIES OF THIS AGREEMENT. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

**FURTHER RIGHT(S) OF RESCISSION:** Thereafter, You, the buyer, have until the seventh day after the postmark date on your enrollment confirmation notice, from your utility, to rescind this Agreement without paying anything. You must contact your utility to rescind.

By signing below, you agree to the terms and conditions of this Agreement, including the Terms and Conditions on the reverse side.

For: INDRA ENERGY (SELLER) By: [REDACTED]  
By: David Ruiz mic1071 By: [REDACTED]  
REPRESENTATIVE'S NAME (PRINT) ID NUMBER  
By: David Ruiz Date: 10/15/18  
REPRESENTATIVE'S SIGNATURE MONTH / DAY / YEAR

OH-E 40005361



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

**w:** [IndraEnergy.com](http://IndraEnergy.com)  
**e:** [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com)  
**toll free:** 1 (888) 50-INDRA  
1 (888) 504 6372

**10/17/2018**

[REDACTED]  
**Euclid, OH 44117**

**Thank you for choosing Indra Energy as your energy supplier!**

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

**We are currently processing your enrollment**

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

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

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

**Utility Account Number:** [REDACTED]

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

**Cancellation Fees:** None.

**Budget Billing:** Please contact Dominion East Ohio.

**Your feedback is important to us!**

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

**Questions?**

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

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit [IndraEnergyRewards.com](http://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; or (c) emailing

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

### **PRICING.**

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

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

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

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

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

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

**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](http://www.IndraEnergy.com). This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

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

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

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

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto: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](http://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.

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

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

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

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

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

V.E.18-10.01





Environmental Disclosure Information – Quarterly Comparisons																																							
Indra Energy																																							
Projected Data for the 2018 Calendar Year																																							
Actual Data for the Period 01/01/18 to 6/30/18																																							
<b>Generation Resource Mix -</b> A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.	<b>Projected</b> <table><caption>Projected Generation Resource Mix</caption><thead><tr><th>Resource</th><th>Percentage</th></tr></thead><tbody><tr><td>Natural Gas</td><td>26%</td></tr><tr><td>Coal</td><td>35%</td></tr><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Nuclear</td><td>34.5%</td></tr><tr><td>Wind</td><td>2.5%</td></tr><tr><td>Hydro</td><td>1%</td></tr><tr><td>Other</td><td>0.5%</td></tr></tbody></table>		Resource	Percentage	Natural Gas	26%	Coal	35%	Biomass	0.5%	Nuclear	34.5%	Wind	2.5%	Hydro	1%	Other	0.5%	<b>Actual</b> <table><caption>Actual Generation Resource Mix</caption><thead><tr><th>Resource</th><th>Percentage</th></tr></thead><tbody><tr><td>Natural Gas</td><td>28.5%</td></tr><tr><td>Coal</td><td>30%</td></tr><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Nuclear</td><td>35%</td></tr><tr><td>Wind</td><td>3%</td></tr><tr><td>Hydro</td><td>1.5%</td></tr><tr><td>Oil</td><td>0.5%</td></tr><tr><td>Other</td><td>0.5%</td></tr><tr><td>Solar</td><td>0.5%</td></tr></tbody></table>	Resource	Percentage	Natural Gas	28.5%	Coal	30%	Biomass	0.5%	Nuclear	35%	Wind	3%	Hydro	1.5%	Oil	0.5%	Other	0.5%	Solar	0.5%
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	Nuclear Power	Radioactive Waste																																					
	Oil Power	Air Emissions and Solid Waste																																					
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	Wind Power	Wildlife Impacts																																					
<b>Air Emissions –</b>  Product-specific projected and actual air emissions for this period compared to the regional average air emissions.	<table><caption>Air Emissions Comparison</caption><thead><tr><th>Pollutant</th><th>Actual</th><th>Projected</th><th>Regional Average</th></tr></thead><tbody><tr><td>Carbon dioxide</td><td>~85%</td><td>~95%</td><td>~95%</td></tr><tr><td>Nitrogen oxides</td><td>~65%</td><td>~85%</td><td>~85%</td></tr><tr><td>Sulfur Dioxide</td><td>~65%</td><td>~85%</td><td>~85%</td></tr></tbody></table>			Pollutant	Actual	Projected	Regional Average	Carbon dioxide	~85%	~95%	~95%	Nitrogen oxides	~65%	~85%	~85%	Sulfur Dioxide	~65%	~85%	~85%																				
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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 <a href="http://www.IndraEnergy.com">www.IndraEnergy.com</a> or by phone at (888) 504-6372.																																							





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

**w:** [IndraEnergy.com](http://IndraEnergy.com)  
**e:** [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com)  
**toll free:** 1 (888) 504-INDRA  
1 (888) 504 6372

**10/17/2018**



**Euclid, OH 44117**

**Thank you for choosing Indra Energy as your energy supplier!**

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

**We are currently processing your enrollment**

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

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

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

**Utility Account Number** [REDACTED]

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

**Cancellation Fees:** None.

**Budget Billing:** Available upon request.

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

**Your feedback is important to us!**

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

**Questions?**

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at [CustomerCare@IndraEnergy.com](mailto: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](http://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; or (c) emailing

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

## **PRICING.**

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

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

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

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

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



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

**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](http://www.IndraEnergy.com). This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

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

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

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

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto: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](http://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.

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**NO WARRANTIES.** INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

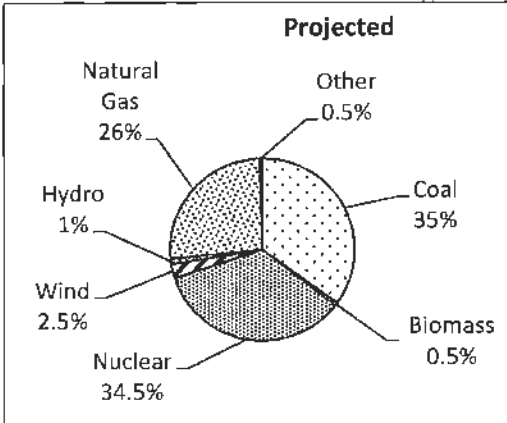
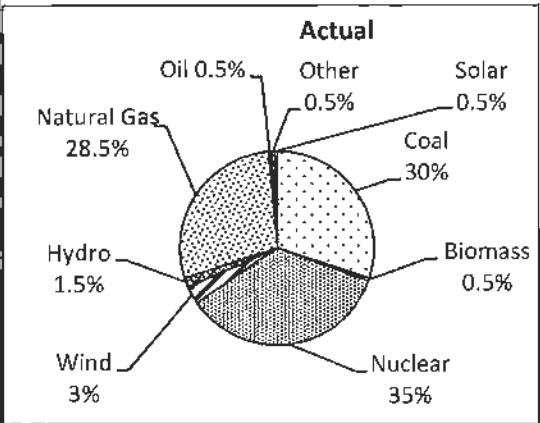
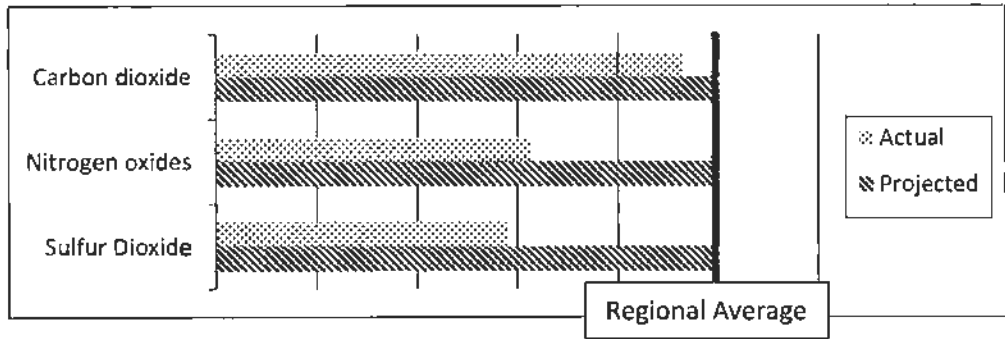
**AGREEMENT DETAILS.** Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We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

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

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

V.E.18-10.01



Environmental Disclosure Information – Quarterly Comparisons												
Indra Energy												
Projected Data for the 2018 Calendar Year												
Actual Data for the Period 01/01/18 to 6/30/18												
<b>Generation Resource Mix -</b> A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.	<b>Projected</b> 		<b>Actual</b> 									
<b>Environmental Characteristics–</b>  A description of the characteristics associated with each possible generation resource.	Biomass Power	Air Emissions and Solid Waste										
	Coal Power	Air Emissions and Solid Waste										
	Hydro Power	Wildlife Impacts										
	Natural Gas Power	Air Emissions and Solid Waste										
	Nuclear Power	Radioactive Waste										
	Oil Power	Air Emissions and Solid Waste										
	Other Sources	Unknown Impacts										
	Solar Power	No Significant Impacts										
	Unknown Purchased Resources	Unknown Impacts										
	Wind Power	Wildlife Impacts										
<b>Air Emissions –</b>  Product-specific projected and actual air emissions for this period compared to the regional average air emissions.												
<b>Radioactive Waste –</b>  Radioactive waste associated with the product.	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft³/1,000 kWh</td></tr></table>			Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh
	Type:	Quantity:										
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh										
Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh										
<b>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 <a href="http://www.IndraEnergy.com">www.IndraEnergy.com</a> or by phone at (888) 504-6372.</b>												



## Introduction:

DE	DC	Illinois	MA	MD, OH, & PA	NJ	VA
<p><b>Rep:</b> Hello, my name is _____</p> <p>(show both Indra Energy and Blue State ID badge) and I'm here on behalf of Indra Energy which is an authorized electricity supplier. The purpose of my visit today is to sell electric supply service. Indra Energy does not represent your utility or governmental agency. <i>(Hand customer your business card with your and Indra Energy information)</i></p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(show photo ID badge) and I'm here on behalf of Indra Energy which is an authorized electricity and natural gas supplier to see if you would be interested in switching your electric and/or natural gas supply service to Indra Energy. If you have a few moments, I would like to tell you more about Indra Energy supply offerings.</p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(badge must be prominently displayed and visible at all times) and I'm here on behalf of Indra Energy which is an independent seller electric power certified by the Illinois Commerce Commission. I am <u>not</u> a representative of your local utility, governmental body, or consumer group. <i>(Hand customer your business card with your and Indra Energy information)</i></p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(show ID Badge) and I'm here on behalf of Indra Energy which is an authorized electricity and/or natural gas supplier.</p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(show ID badge) and I'm here on behalf of Indra Energy which is an authorized electricity and natural gas supplier. I am not working for your local utility. I am here to see if you would be interested in switching your natural gas and/ or electric supply from your current supplier or utility to Indra Energy <i>(Hand customer your business card with your and Indra Energy information)</i></p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(show ID badge) and I'm here on behalf of Indra Energy, an independent seller of gas and electricity certified by the New Jersey Board of Public Utilities and I am not associated with your utility. I am here to see if you would be interested in switching your natural gas and/ or electric supply from your current supplier or utility to Indra Energy. Switching to Indra Energy is not mandatory.</p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(show ID Badge) and I'm here on behalf of Indra Energy which is an authorized natural gas supplier.</p>



**Rep:** Are you the person who manages the Utility bills? *(If so, continue. If not ask who that person is and when he/she would be available)*

**Rep:** You probably already know you have the ability to purchase your electric and/or gas from an alternate supplier. I'd like to talk to you about using Indra Energy as your supplier.

***If customer is not familiar with the program:***

**Rep:** Just as you shop for other products and services, you also have the right to shop for an energy supplier. Energy customers from large manufacturers to residential homeowners are able to shop for energy options from a diverse group of competitive authorized suppliers. As more suppliers' offer their services in your area, you have the opportunity to choose the company who supplies the generation of your electricity and supplies your natural gas. Your electricity and/or natural gas Utility will not change. You will still receive the same reliable energy and billing services that you have come to expect from your local Utility. The only thing that will change is your supplier.

**Rep:** Are you currently using an alternate supplier?

***Rebuttal if customer has supplier:***

**Rep:** Well, the good news is that you are already a smart consumer.

***Introduce Indra's Rewards Program:***

**Rep:** For enrolling with Indra Energy today, you have the option to enroll with Indra Energy Rewards. With our Rewards Program, you'll receive \$50 in Reward Dollars each and every month. Use your rewards however you'd like. Choose from 330,000 local deals, 85,000 local and national chain restaurants, 20,000 movie theatres, 4,000 products, gift cards, and more. That's \$600 in Reward Dollars per year! If you provide your email address on the D2D enrollment form or electronic enrollment process *(state only the enrollment method applicable to the customer)*, Indra will send you a reminder email to enroll with our rewards program after you receive your first bill with Indra supply charges. As an agent, I am currently enrolled in Indra Energy rewards and it is great!

***\*\*For additional scripting options and examples of discounts with the Rewards Program, review the Agent Resource Guide.***

***\*\* Provide the customer with the Indra Energy Rewards Flyer***

**Introduce Indra Energy's Electric Renewable Product Offering:**

**Rep:** If you enroll in Indra's electric supply offering today, you will be enrolling in a 100 percent renewable energy product, where 100 percent of your electricity usage is matched with renewable energy credits! With the purchase of RECs, Indra is reducing your carbon footprint and helping the environment!

**In Illinois ONLY:** You will be enrolling in a 100 percent renewable energy product, where 100 percent of your electricity usage is matched with wind renewable energy credits. With the purchase of RECs, Indra is reducing your carbon footprint and helping the environment!

**Rep:** Are you familiar with the terms and conditions of your current contract? I ask because sometimes there is an early termination fee for switching suppliers. *(Do not speculate as to whether or not an ETF applies. If the customer is sure there is no ETF and they wish to switch suppliers, then proceed. Otherwise, allow the customer to research their current agreement and call our office if they would like to schedule a follow-up appointment).*

**Prior to enrolling the customer, confirm the customer is the authorized to make changes on the electric and/or natural gas account(s):**

DC, DE, MD & VA	NJ	IL, MA, OH, & PA
<p><b>Rep:</b> Just to confirm, you are the account holder or customer of record on the Utility bill, correct?  <i>(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment)).</i></p>	<p><b>Rep:</b> Just to confirm, you are an authorized person to make the switch on this account? An authorized person is: (1) The person whose name appears on the utility bill for the account; (2) The spouse of the person whose name appears on the utility bill for the account; and (3) The authorized adult (at least 18 years old) child of the person whose name appears on the utility bill for the account. <i>(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment)).</i></p>	<p>You are the named customer on each of the account(s), or you are the spouse of the named customer on the account(s), or you are over 18 years old and authorized to make decisions concerning such account(s).  <i>(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment)).</i></p>

**Rep:** Now, keep in mind we are not here to replace your Utility. The Utility will still deliver your electricity and/or natural gas, read your meter, respond to any emergencies, and send your monthly bill. All we are doing is supplying your electricity and/ or natural gas instead of your Utility. The best part is that it is free to enroll and it's easy to do.

**Close:** *(restate what is important to the customer and ask for the sale)*

**Rep:** OK let's get you enrolled (complete the D2D Paper Enrollment Form or start the Electronic Enrollment Process).

**In IL ONLY:** Write today's date and your agent ID number on the Uniform Disclosure Statement on the first page of the D2D Enrollment Packet *(located at the bottom of the page)*.

**If marketing in the state of Delaware, Illinois, or New Jersey (but also generally applicable to all states):**

**Rep:** I want to go over a few points regarding the Agreement with you:

1. **Describe the rate plan: Introductory/ Initial Rate:** Is a promotional rate that will remain the same for one to three billing cycles. Thereafter, the rate will switch to a fixed or variable rate plan (described below).
  - i. **IN IL ONLY** Indra Energy will communicate any percentage of savings to the marketing vendors, if there is no savings message communicated, Indra Energy does not guarantee savings compared to the customer's local utility.
  - ii. **If a savings message is communicated from Indra Energy, state the following:** You will save \_\_\_\_ percent compared to your local utility for a period of \_\_\_\_ billing cycles. Please see your Agreement for a full explanation of how Indra Energy calculated this percentage. Thereafter, Indra Energy does not guarantee savings and you will be charged a rate of \_\_\_\_ per kWh for a period of \_\_\_\_ consecutive months (tell the customer the price per kWh and the fixed rate term after the initial time period).
- a. **After the Introductory/ Initial rate, state that the Agreement is a:** *[fixed rate or variable rate]* and will continue either *[month to month or for a fixed term]*.
- b. **Fixed Rate Only:** A fixed rate allows you to lock in your price for natural gas and/or electricity for a \_\_\_\_ (insert term) month term. You will not be charged a higher rate for the term of the Agreement. This rate is only for the supply portion of your bill, your bill will still include any service charges charged by the Utility, and applicable taxes.

- i. **All States (Minus IL):** At the end of the fixed term, Indra Energy will send you a Renewal Notice explaining your options moving forward. If you take no action, your Agreement will automatically renew at the price then in effect, in accordance with the terms set forth in the Renewal Notice.
  - ii. **In IL ONLY:** In most instances you will be renewed to a fixed rate that will differ from the one you are currently receiving. In some instances, your contract will renew to a variable rate month-to-month contract, but look out for your renewal notice (about 60 days prior to the expiration of your contract), which will explain your options and how to either select a different plan or cancel service with Indra Energy at the end of your contract term. Your contract term with Indra Energy is for a period of \_\_\_\_\_ consecutive months. This time period includes your initial rate.
- c. **Variable Rate Only:** A variable rate may change by the month, including one billing cycle to the next, based on market conditions and other factors listed in your Terms and Conditions and Contract Summary (if applicable). Variable rates can be higher or lower than your utility's rates in any given month or over the duration of the Agreement.
- i. **IN IL ONLY:** To access your variable rate for the next billing cycle and historic variable rates (for up to one year), charged by Indra Energy to customers in your utility service area please visit: <https://indraenergy.com/illinois/illinois-variable-rates/>. You can also find this information in your Agreement and Contract Summary.
  - ii. **In all other states, in order to view your current variable rate, updated monthly, refer to our website:**
    - 1. DC - <https://indraenergy.com/district-of-columbia/district-of-columbia-variable-rates/>
    - 2. DE - <https://indraenergy.com/delaware/delaware-variable-rates/>
    - 3. MA - <https://indraenergy.com/massachusetts/massachusetts-variable-rates/>
    - 4. MD - <https://www.indraenergy.com/maryland-rates/>
    - 5. NJ - <https://indraenergy.com/new-jersey/>
    - 6. PA - <https://indraenergy.com/pennsylvania/pennsylvania-variable-rates/>
    - 7. OH - <https://indraenergy.com/ohio/ohio-variable-rates/>
    - 8. VA - <https://indraenergy.com/virginia/virginia-rates/>
2. **Disclose the following for both variable and fixed rate products:**
- a. Indra Energy does not require customers to pay a deposit.
  - b. Indra Energy does not charge a fee to switch from your current supplier to Indra Energy.
  - c. Indra Energy does not charge early termination fees.

- d. Indra Energy does not guarantee savings and you will be billed according to the rate in you Terms and Conditions, Contract Summary (if applicable), Welcome Packet, TPV, and/or Renewal Notice (if applicable). **(all states but IL, which requires the additional disclosures above).**

**Rep:** To complete your enrollment, I'll need to connect you with a recorded third-party verification company. This is to verify that you want to switch your electric and/ or natural gas supplier to Indra Energy. Before I do, I just want to make sure I explained everything to your satisfaction.

DE, OH, & MD	IL	PA	DC, MA, NJ, & VA
I ask because I must leave the premises prior to me connecting you with our TPV representative. <b>INFORM THE CUSTOMER OF THEIR RIGHT TO RESCIND LISTED IN THE CHART BELOW.</b> Do you have any additional questions before I connect the call and leave the premises?	I ask because I have to step outside while you are speaking with the TPV representative.	I ask because unless you agree that I can be in the vicinity while the verification occurs, I will have to step outside while you are speaking with the TPV representative. Do you give me permission to stay inside the premises while the TPV occurs?	I ask because the TPV rep will stop the process if you ask any questions or speak to me during the Do you have any additional questions before we connect? No, OK let's get on the call.

*(Continued)*

**Inform the Customer of their Rescission Time-Period to Stop the Customer's Enrollment with Indra Energy**

DC, DE, MA, & PA	Illinois	NJ	OH	VA
You have <b>three business days</b> to rescind this Agreement if you change your mind and do not wish to enroll with Indra Energy.	You may stop this transaction by contacting Indra Energy before Indra Energy submits your enrollments request to your utility. If you do not rescind before Indra Energy submits your enrollment request, you will receive written notification from your utility confirming your switch to Indra Energy for your electric supply. You may rescind the pending enrollment without any penalty <b>within ten (10) calendar days</b> by contacting either Indra Energy or your utility. You may also cancel this Agreement within 10 business days after the date of your first bill. Cancellation will be effective once your utility drops Indra Energy as your supplier, which may take one to two billing cycles. You will be responsible for the amount charged up to the effective cancellation date.	You have <b>seven days</b> to rescind this Agreement if you change your mind and do not wish to enroll with Indra Energy.	<p><b>Electric customers only:</b> Your electric utility will be sending you a written notice of your switch to Indra Energy You are allowed <b>seven calendar days</b> to rescind this Agreement, should you wish to rescind, please contact your utility.</p> <p><b>Natural gas customers only:</b> Your natural gas utility will be sending a written notice of your transfer to Indra Energy You are allowed a <b>seven-business-day</b> period from the written notice postmark date to rescind the enrollment. In order to rescind, you must contact your natural gas utility.</p>	You have <b>ten business days</b> following the mailing of your notice of enrollment by your Utility to rescind this Agreement by calling Indra Energy or your Utility.

After the rescission period, the customer is still able to cancel Indra Energy supply service at any time, but must pay for supply charges incurred, for their natural gas and/or electric usage, up until the customer is returned to their utility. See Section A (13) on page 4 of your training manual.

**Rep:** Thank you so much for enrolling with Indra Energy. You'll receive notification from your local Utility confirming the transfer of your supply service to Indra Energy. The transfer usually happens within two billing cycles. In addition, Indra Energy will be sending you a welcome packet that contains the terms and conditions and explains Indra Energy promotions, so keep an eye out for that.



**REBUTTAL AND COMMON QUESTIONS:**

1. **What is renewable energy product?** Renewable energy is derived from natural resources which naturally replenish themselves over time, such as wind or solar energy.
2. **What is a REC?** A renewable energy credit is a tracking mechanism used to demonstrate that renewable energy, such as wind or solar, was generated and distributed to the grid. One REC represents attributes of 1 MWh of electric generation (1000 kWh).
3. **What are the delivery charges?** These are the fees that your utility charges you to operate and maintain the facilities, pipes and poles and wires that are used to deliver your electricity. These charges fluctuate depending on how much electricity you use but are the same no matter who supplies your electricity.
4. **Am I guaranteed to save money?** No.
5. **I've been burned by other suppliers. I'm not interested.** **Rep:** I've heard that. It's unfortunate other suppliers have made a bad name for all of us and taken advantage of good customers like yourself. I ask you give Indra Energy a try, considering it is a family owned company and its Rewards Program. Remember if you decide you do not wish to stay on Indra Energy supply service, you can cancel at any time and keep all the Reward Dollars you have already earned up until your cancelation.
6. **Will my service change in any way?** You will still have [insert utility name, see attached for a list of utilities Indra Energy serves across the states] as your utility. They will continue to deliver your electricity and/or natural gas, respond to emergencies, read your meter, and send you a bill just as they always have. You are simply choosing to purchase your electricity and/or natural gas from an alternative supplier.

**TIME RESTRICTIONS FOR DOOR-TO-DOOR SOLICITATIONS:**

DC	DE	IL	MD, MA, NJ, & OH	PA	VA
9:00am-sunset	9:00am-8:00pm (if a local ordinance has more strict solicitation requirements, must follow the local ordinance)	9:00am-7:00pm <b>OR</b> civil dusk (whichever is earlier)	10:00am-6:00pm	<b>9 a.m. and 7 p.m.</b> during October 1 and ending March 31, <b>9 a.m. and 8 p.m.</b> during the months beginning April 1 and ending September 30	N/A

## UTILITIES ACROSS THE STATES:

DC	DE	IL	MD	MA	NJ	OH	PA	VA
Pepco	Delmarva	Ameren	Allegheny/Potomac Edison (First Energy)	National Grid (MECO)	ACE	AEP (CSP & OHPC)	Columbia Gas	CVA
WGL		Comed	BG&E	NSTAR	Elizabethtown Gas	Columbia Gas	Duquesne	WGL
			Delmarva	WMECO	JCP&L	DP&L	First Energy (Allegheny/West Penn, MetEd and PenElec)	
			Pepco		NJNG	Dominion	PECO	
			Washington Gas		PSE&G	Duke	People's (Equitable and Natural Gas)	
					Rockland Electric	First Energy (Illuminating Company, Toledo Edison and Ohio Edison)	UGI	
					SJG	Vectren	PGW	

**CONTACT INFORMATION FOR PUCs IN EACH STATE, SHOULD THE CUSTOMER WISH TO CONTACT THE PUC:**

DC	DE	IL	MD	MA	NJ	OH	PA	VA
<p>PSC at (202) 626-5100 or via the web at <a href="http://www.dcpssc.org">www.dcpssc.org</a></p> <p>The Office of the People's Counsel can be reached at (202) 727-3071 or via the web at <a href="http://www.opc-dc.gov">www.opc-dc.gov</a></p>	<p>PSC at 800-282-8574, by U.S. Mail at 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE 19904, or visit the web at <a href="http://depssc.delaware.gov/">http://depssc.delaware.gov/</a>.</p> <p>Delaware Division of Public Advocate at 1-888-607-2427 (toll free) or 302-577-5077, by U.S. Mail at 29 South State Street, Dover, DE 19904, by email at <a href="mailto:public.advocate@state.de.us">public.advocate@state.de.us</a>, or via their website at <a href="https://publicadvocate.delaware.gov/">https://publicadvocate.delaware.gov/</a></p>	<p>The Commission's Consumer Services Division (CSD) at 800-524-0795 (toll free) or TTY at 800-858-9277 (toll free), via the CSD website at <a href="http://www.icc.illinois.gov/consumer/complaint/">http://www.icc.illinois.gov/consumer/complaint/</a>, or by mail to Illinois Commerce Commission, 527 East Capitol Ave., Springfield, IL 62701.</p> <p>If the customer needs general information about their service, or wish to obtain educational materials, the customer may contact the Commission at 800-524-0795 (toll free) or TTY at 800-858-9277 (toll free) or at <a href="http://www.icc.illinois.gov/">http://www.icc.illinois.gov/</a></p>	<p>PSC at (800) 492-0474, by U.S. mail at 6 St. Paul Street Baltimore, MD 21202, or via the web at <a href="http://www.psc.state.md.us/psc/">http://www.psc.state.md.us/psc/</a></p>	<p>DPU: at 1-877-886-5066, by mail at One South Station Boston, MA 02110, or via the web at <a href="http://www.mass.gov/eea">http://www.mass.gov/eea</a></p>	<p>BPU at 1-800-624-0241</p>	<p>PUCO Phone at (800) 686-7826 or via the web at <a href="http://www.puco.ohio.gov">www.puco.ohio.gov</a></p> <p>Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622</p>	<p>PUC at (888) 782-3228 (electric competition hotline)</p> <p>PUC Consumer Hotline at 1-800-692-7380</p>	<p>The VA State Corporation Commission at 800-552-7945; (b) via the web at <a href="http://www.scc.virginia.gov">www.scc.virginia.gov</a>; or (c) by mail at 1300 E. Main St. Richmond, VA 23219</p>



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

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

**10/29/2018**

[REDACTED]  
Cleveland, OH 44135

**Thank you for choosing Indra Energy as your energy supplier!**

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

**We are currently processing your enrollment**

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

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

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

**Utility Account Number:** [REDACTED]

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

**Cancellation Fees:** None.

**Budget Billing:** Please contact Dominion East Ohio.

**Your feedback is important to us!**

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

**Questions?**

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at [CustomerCare@IndraEnergy.com](mailto: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](http://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; or (c) emailing

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

### **PRICING.**

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

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

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

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

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



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

**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](http://www.IndraEnergy.com). This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

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

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

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

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto: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](http://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.

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

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

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

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

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

V.E.18-10.01

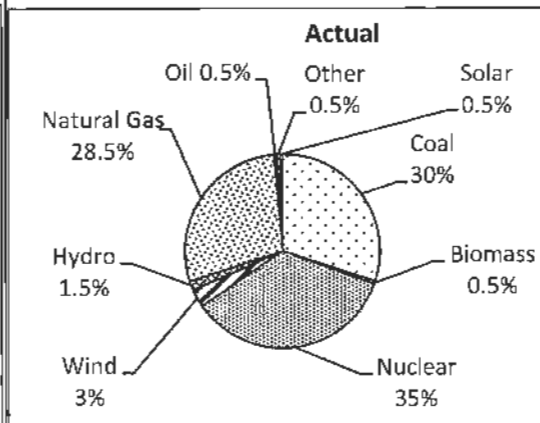
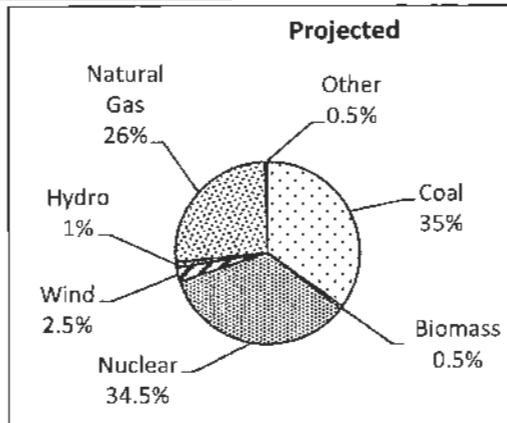
## Environmental Disclosure Information – Quarterly Comparisons

### Indra Energy

#### Projected Data for the 2018 Calendar Year

#### Actual Data for the Period 01/01/18 to 6/30/18

**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.



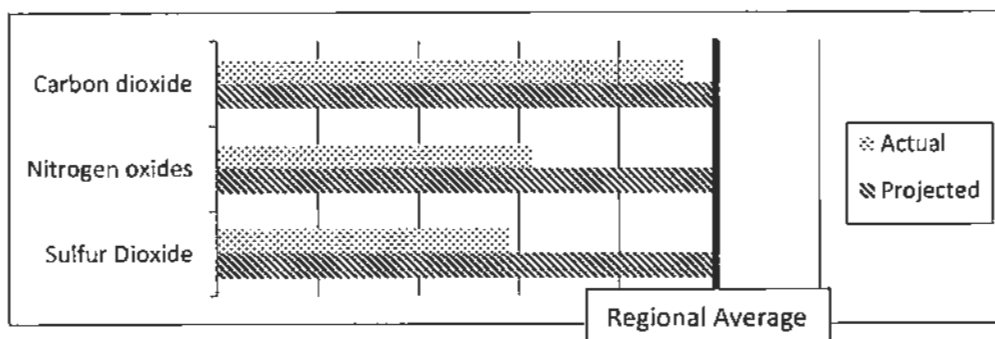
#### Environmental Characteristics–

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

#### Air Emissions –

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



#### Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /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](http://www.IndraEnergy.com) or by phone at (888) 504-6372.

**DOOR-TO-DOOR ENROLLMENT FORM (OHIO)**  
**CUSTOMER INFORMATION**

VE18-10.01

**Customer Name:** [REDACTED] **Relationship to Account Holder:** Authorized Party  
**E-mail Address:** none  
Provide your e-mail address to authorize Indra to send notices and communications. Indra does not sell, provide, or share your e-mail information with third parties.  
**Service Address:** [REDACTED] **City:** Cleveland **State:** OH **Zip Code:** 44135  
**Billing Address (If Different):** same **City:** same **State:** same **Zip Code:** same  
**Phone Number:** [REDACTED] ☒ **Mobile** ☐ **Home**

**ACCOUNT INFORMATION**

**Third Party Verification # (TPV):** 69404828  
**Account Holder's Name on Electricity Account:** [REDACTED]  
**Electricity Utility Account Number:** [REDACTED]  
**Budget Billing:** ☐ Yes ☐ No **Product Code:** [REDACTED]

**PLEASE CHOOSE ONE OF THE 100% RENEWABLE ENERGY PRODUCT OFFERINGS BELOW**

**Two phase Fixed Electric Rate**  
Initial Rate of \$ \_\_\_\_\_ per kWh for the first month followed by a Fixed Rate of \$ \_\_\_\_\_ per kWh for the remaining \_\_\_\_\_ months  
**Standard Fixed Electric Rate**  
Fixed Rate of \$ \_\_\_\_\_ per kWh for \_\_\_\_\_ months  
**Introductory Electric Variable Rate**

Insert Utility Name	Insert Introductory Price	Per kWh	Units
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

You will pay the Introductory Rate stated above for the first two billing cycles. Thereafter, you will receive a variable rate that may vary month-to-month. This rate does not include utility transportation, delivery, or other charges that your electric utility may impose. For full details see the Pricing section in the Terms and Conditions.

**Account Holder's Name on Natural Gas Account:** [REDACTED]  
**Natural Gas Utility Account Number:** [REDACTED]  
**Budget Billing:** ☐ Yes ☒ No

**PLEASE CHOOSE ONE OF THE NATURAL GAS PRICE OFFERINGS BELOW**

**Two Phase Fixed Gas Rate**  
Initial Rate of \$ \_\_\_\_\_ per Ccf/Mcf for the first month followed by a Fixed Rate of \$ \_\_\_\_\_ per Ccf/Mcf for the remaining \_\_\_\_\_ months  
**Introductory Gas Variable Rate**  
Dominion 2.6 Per Ccf/Mcf  
You will pay the Introductory Rate stated above for the first two billing cycles. Thereafter, you will receive a variable rate that may vary month-to-month. This rate does not include utility transportation, delivery, or other charges that your natural gas utility may impose. For full details see the Pricing section in the Terms and Conditions.

**ACKNOWLEDGEMENT FORM**

**Please Read Carefully and Initial in the Appropriate Spaces**

- The representative stated that he/she was representing Indra and was not from the Electric and/or Natural Gas Distribution Company.
- The representative explained that by signing the enrollment form I was entering into an agreement/contract for Indra to supply my electricity and/or natural gas.
- The representative explained to me the price for electricity and/or natural gas under this contract.
- For variable rate customers only:** The representative explained that the contract is for one month and will continue on a month-to-month basis until either Indra or I decide to cancel the contract. I can access my future variable pricing information at: <https://indraenergy.com/ohio/ohi-variable-rates>.
- For fixed rate customers only:** The representative explained to me that the contract is for a total term of \_\_\_\_\_ months and it will be automatically renewed at the end of my fixed rate, to the rate that is then in effect, in accordance with my Renewal Notice and Terms and Conditions.
- The representative explained my right to cancel.
- The representative left two completed right to cancel notices with me.
- The representative disclosed that no early termination liability fee would apply, if I cancel the contract.

**CUSTOMER AUTHORIZATION**

- I understand my electric and/or natural gas utility(ies) will remain responsible for the delivery of electricity and/or natural gas to my premise and will continue to respond to any service calls and emergencies.
- I understand that my utility(ies) will send me a single bill covering my electric and/or natural gas delivery service, and Indra's supply service.
- I understand that Indra does not guarantee savings under this Agreement/Contract.

**INITIAL COOLING OFF PERIOD:** YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF YOU RECEIVE COPIES OF THIS AGREEMENT. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

**FURTHER RIGHT(S) OF RESCISSION:** Thereafter, You, the buyer, have until the seventh day after the postmark date on your enrollment confirmation notice, from your utility, to rescind this Agreement without paying anything. You must contact your utility to rescind.  
By signing below, you agree to the terms and conditions of this Agreement, including the Terms and Conditions on the reverse side.

For: **INDRA ENERGY (SELLER)**

By: Darius Phippen (1061) **REPRESENTATIVE'S NAME (PRINT)** **ID NUMBER**  
By: Darius Phippen **REPRESENTATIVE'S SIGNATURE**

By: [REDACTED] **PRINT**  
By: [REDACTED] **SIGNATURE**  
Date: 01/25/18 **MONTH / DAY / YEAR**

**OH-E 40005806**

**Introduction:**

DE	DC	Illinois	MA	MD, OH, & PA	NJ	VA
<p><b>Rep:</b> Hello, my name is _____</p> <p>(show both Indra Energy and Blue State ID badge) and I'm here on behalf of Indra Energy which is an authorized electricity supplier. The purpose of my visit today is to sell electric supply service. Indra Energy does not represent your utility or governmental agency. <i>(Hand customer your business card with your and Indra Energy information)</i></p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(show photo ID badge) and I'm here on behalf of Indra Energy which is an authorized electricity and natural gas supplier to see if you would be interested in switching your electric and/or natural gas supply service to Indra Energy. If you have a few moments, I would like to tell you more about Indra Energy supply offerings.</p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(badge must be prominently displayed and visible at all times) and I'm here on behalf of Indra Energy which is an independent seller electric power certified by the Illinois Commerce Commission. I am <u>not</u> a representative of your local utility, governmental body, or consumer group. <i>(Hand customer your business card with your and Indra Energy information)</i></p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(show ID Badge) and I'm here on behalf of Indra Energy which is an authorized electricity and/or natural gas supplier.</p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(show ID badge) and I'm here on behalf of Indra Energy which is an authorized electricity and natural gas supplier. I am not working for your local utility. I am here to see if you would be interested in switching your natural gas and/ or electric supply from your current supplier or utility to Indra Energy <i>(Hand customer your business card with your and Indra Energy information)</i></p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(show ID badge) and I'm here on behalf of Indra Energy, an independent seller of gas and electricity certified by the New Jersey Board of Public Utilities and I am not associated with your utility. I am here to see if you would be interested in switching your natural gas and/ or electric supply from your current supplier or utility to Indra Energy. Switching to Indra Energy is not mandatory.</p>	<p><b>Rep:</b> Hello, my name is _____</p> <p>(show ID Badge) and I'm here on behalf of Indra Energy which is an authorized natural gas supplier.</p>

**Rep:** Are you the person who manages the Utility bills? *(If so, continue. If not ask who that person is and when he/she would be available)*

**Rep:** You probably already know you have the ability to purchase your electric and/or gas from an alternate supplier. I'd like to talk to you about using Indra Energy as your supplier.

***If customer is not familiar with the program:***

**Rep:** Just as you shop for other products and services, you also have the right to shop for an energy supplier. Energy customers from large manufacturers to residential homeowners are able to shop for energy options from a diverse group of competitive authorized suppliers. As more suppliers' offer their services in your area, you have the opportunity to choose the company who supplies the generation of your electricity and supplies your natural gas. Your electricity and/or natural gas Utility will not change. You will still receive the same reliable energy and billing services that you have come to expect from your local Utility. The only thing that will change is your supplier.

**Rep:** Are you currently using an alternate supplier?

***Rebuttal if customer has supplier:***

**Rep:** Well, the good news is that you are already a smart consumer.

***Introduce Indra's Rewards Program:***

**Rep:** For enrolling with Indra Energy today, you have the option to enroll with Indra Energy Rewards. With our Rewards Program, you'll receive \$50 in Reward Dollars each and every month. Use your rewards however you'd like. Choose from 330,000 local deals, 85,000 local and national chain restaurants, 20,000 movie theatres, 4,000 products, gift cards, and more. That's \$600 in Reward Dollars per year! If you provide your email address on the D2D enrollment form or electronic enrollment process *(state only the enrollment method applicable to the customer)*, Indra will send you a reminder email to enroll with our rewards program after you receive your first bill with Indra supply charges. As an agent, I am currently enrolled in Indra Energy rewards and it is great!

***\*\*For additional scripting options and examples of discounts with the Rewards Program, review the Agent Resource Guide.***

***\*\* Provide the customer with the Indra Energy Rewards Flyer***

**Introduce Indra Energy's Electric Renewable Product Offering:**

**Rep:** If you enroll in Indra's electric supply offering today, you will be enrolling in a 100 percent renewable energy product, where 100 percent of your electricity usage is matched with renewable energy credits! With the purchase of RECs, Indra is reducing your carbon footprint and helping the environment!

**In Illinois ONLY:** You will be enrolling in a 100 percent renewable energy product, where 100 percent of your electricity usage is matched with wind renewable energy credits. With the purchase of RECs, Indra is reducing your carbon footprint and helping the environment!

**Rep:** Are you familiar with the terms and conditions of your current contract? I ask because sometimes there is an early termination fee for switching suppliers. *(Do not speculate as to whether or not an ETF applies. If the customer is sure there is no ETF and they wish to switch suppliers, then proceed. Otherwise, allow the customer to research their current agreement and call our office if they would like to schedule a follow-up appointment).*

**Prior to enrolling the customer, confirm the customer is the authorized to make changes on the electric and/or natural gas account(s):**

DC, DE, MD & VA	NJ	IL, MA, OH, & PA
<p><b>Rep:</b> Just to confirm, you are the account holder or customer of record on the Utility bill, correct?  <i>(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment)).</i></p>	<p><b>Rep:</b> Just to confirm, you are an authorized person to make the switch on this account? An authorized person is: (1) The person whose name appears on the utility bill for the account; (2) The spouse of the person whose name appears on the utility bill for the account; and (3) The authorized adult (at least 18 years old) child of the person whose name appears on the utility bill for the account. <i>(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment)).</i></p>	<p>You are the named customer on each of the account(s), or you are the spouse of the named customer on the account(s), or you are over 18 years old and authorized to make decisions concerning such account(s).  <i>(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment)).</i></p>



**Rep:** Now, keep in mind we are not here to replace your Utility. The Utility will still deliver your electricity and/or natural gas, read your meter, respond to any emergencies, and send your monthly bill. All we are doing is supplying your electricity and/ or natural gas instead of your Utility. The best part is that it is free to enroll and it's easy to do.

**Close:** *(restate what is important to the customer and ask for the sale)*

**Rep:** OK let's get you enrolled (complete the D2D Paper Enrollment Form or start the Electronic Enrollment Process).

**In IL ONLY:** Write today's date and your agent ID number on the Uniform Disclosure Statement on the first page of the D2D Enrollment Packet *(located at the bottom of the page)*.

**If marketing in the state of Delaware, Illinois, or New Jersey (but also generally applicable to all states):**

**Rep:** I want to go over a few points regarding the Agreement with you:

1. **Describe the rate plan: Introductory/ Initial Rate:** Is a promotional rate that will remain the same for one to three billing cycles. Thereafter, the rate will switch to a fixed or variable rate plan (described below).
  - i. **IN IL ONLY** Indra Energy will communicate any percentage of savings to the marketing vendors, if there is no savings message communicated, Indra Energy does not guarantee savings compared to the customer's local utility.
  - ii. **If a savings message is communicated from Indra Energy, state the following:** You will save \_\_\_\_ percent compared to your local utility for a period of \_\_\_\_ billing cycles. Please see your Agreement for a full explanation of how Indra Energy calculated this percentage. Thereafter, Indra Energy does not guarantee savings and you will be charged a rate of \_\_\_\_ per kWh for a period of \_\_\_\_ consecutive months (tell the customer the price per kWh and the fixed rate term after the initial time period).
    - a. **After the Introductory/ Initial rate, state that the Agreement is a:** *[[fixed rate or variable rate]]* and will continue either *[month to month or for a fixed term]*.
    - b. **Fixed Rate Only:** A fixed rate allows you to lock in your price for natural gas and/or electricity for a \_\_\_\_ (insert term) month term. You will not be charged a higher rate for the term of the Agreement. This rate is only for the supply portion of your bill, your bill will still include any service charges charged by the Utility, and applicable taxes.

- i. **All States (Minus IL):** At the end of the fixed term, Indra Energy will send you a Renewal Notice explaining your options moving forward. If you take no action, your Agreement will automatically renew at the price then in effect, in accordance with the terms set forth in the Renewal Notice.
  - ii. **In IL ONLY:** In most instances you will be renewed to a fixed rate that will differ from the one you are currently receiving. In some instances, your contract will renew to a variable rate month-to-month contract, but look out for your renewal notice (about 60 days prior to the expiration of your contract), which will explain your options and how to either select a different plan or cancel service with Indra Energy at the end of your contract term. Your contract term with Indra Energy is for a period of \_\_\_\_\_ consecutive months. This time period includes your initial rate.
- c. **Variable Rate Only:** A variable rate may change by the month, including one billing cycle to the next, based on market conditions and other factors listed in your Terms and Conditions and Contract Summary (if applicable). Variable rates can be higher or lower than your utility's rates in any given month or over the duration of the Agreement.
- i. **IN IL ONLY:** To access your variable rate for the next billing cycle and historic variable rates (for up to one year), charged by Indra Energy to customers in your utility service area please visit: <https://indraenergy.com/illinois/illinois-variable-rates/>. You can also find this information in your Agreement and Contract Summary.
  - ii. **In all other states, in order to view your current variable rate, updated monthly, refer to our website:**
    - 1. DC - <https://indraenergy.com/district-of-columbia/district-of-columbia-variable-rates/>
    - 2. DE - <https://indraenergy.com/delaware/delaware-variable-rates/>
    - 3. MA - <https://indraenergy.com/massachusetts/massachusetts-variable-rates/>
    - 4. MD - <https://www.indraenergy.com/maryland-rates/>
    - 5. NJ - <https://indraenergy.com/new-jersey/>
    - 6. PA - <https://indraenergy.com/pennsylvania/pennsylvania-variable-rates/>
    - 7. OH - <https://indraenergy.com/ohio/ohio-variable-rates/>
    - 8. VA - <https://indraenergy.com/virginia/virginia-rates/>
2. **Disclose the following for both variable and fixed rate products:**
- a. Indra Energy does not require customers to pay a deposit.
  - b. Indra Energy does not charge a fee to switch from your current supplier to Indra Energy.
  - c. Indra Energy does not charge early termination fees.

- d. Indra Energy does not guarantee savings and you will be billed according to the rate in you Terms and Conditions, Contract Summary (if applicable), Welcome Packet, TPV, and/or Renewal Notice (if applicable). **(all states but IL, which requires the additional disclosures above).**

**Rep:** To complete your enrollment, I'll need to connect you with a recorded third-party verification company. This is to verify that you want to switch your electric and/ or natural gas supplier to Indra Energy. Before I do, I just want to make sure I explained everything to your satisfaction.

DE, OH, & MD	IL	PA	DC, MA, NJ, & VA
I ask because I must leave the premises prior to me connecting you with our TPV representative. <b>INFORM THE CUSTOMER OF THEIR RIGHT TO RESCIND LISTED IN THE CHART BELOW.</b> Do you have any additional questions before I connect the call and leave the premises?	I ask because I have to step outside while you are speaking with the TPV representative.	I ask because unless you agree that I can be in the vicinity while the verification occurs, I will have to step outside while you are speaking with the TPV representative. Do you give me permission to stay inside the premises while the TPV occurs?	I ask because the TPV rep will stop the process if you ask any questions or speak to me during the Do you have any additional questions before we connect? No, OK let's get on the call.

*(Continued)*

**Inform the Customer of their Rescission Time-Period to Stop the Customer's Enrollment with Indra Energy**

DC, DE, MA, & PA	Illinois	NJ	OH	VA
You have <b>three business days</b> to rescind this Agreement if you change your mind and do not wish to enroll with Indra Energy.	You may stop this transaction by contacting Indra Energy before Indra Energy submits your enrollments request to your utility. If you do not rescind before Indra Energy submits your enrollment request, you will receive written notification from your utility confirming your switch to Indra Energy for your electric supply. You may rescind the pending enrollment without any penalty <b>within ten (10) calendar days</b> by contacting either Indra Energy or your utility. You may also cancel this Agreement within 10 business days after the date of your first bill. Cancellation will be effective once your utility drops Indra Energy as your supplier, which may take one to two billing cycles. You will be responsible for the amount charged up to the effective cancellation date.	You have <b>seven days</b> to rescind this Agreement if you change your mind and do not wish to enroll with Indra Energy.	<p><b>Electric customers only:</b> Your electric utility will be sending you a written notice of your switch to Indra Energy You are allowed <b>seven calendar days</b> to rescind this Agreement, should you wish to rescind, please contact your utility.</p> <p><b>Natural gas customers only:</b> Your natural gas utility will be sending a written notice of your transfer to Indra Energy You are allowed a <b>seven-business-day</b> period from the written notice postmark date to rescind the enrollment. In order to rescind, you must contact your natural gas utility.</p>	You have <b>ten business days</b> following the mailing of your notice of enrollment by your Utility to rescind this Agreement by calling Indra Energy or your Utility.

After the rescission period, the customer is still able to cancel Indra Energy supply service at any time, but must pay for supply charges incurred, for their natural gas and/or electric usage, up until the customer is returned to their utility. See Section A (13) on page 4 of your training manual.

**Rep:** Thank you so much for enrolling with Indra Energy. You'll receive notification from your local Utility confirming the transfer of your supply service to Indra Energy. The transfer usually happens within two billing cycles. In addition, Indra Energy will be sending you a welcome packet that contains the terms and conditions and explains Indra Energy promotions, so keep an eye out for that.

**REBUTTAL AND COMMON QUESTIONS:**

1. **What is renewable energy product?** Renewable energy is derived from natural resources which naturally replenish themselves over time, such as wind or solar energy.
2. **What is a REC?** A renewable energy credit is a tracking mechanism used to demonstrate that renewable energy, such as wind or solar, was generated and distributed to the grid. One REC represents attributes of 1 MWh of electric generation (1000 kWh).
3. **What are the delivery charges?** These are the fees that your utility charges you to operate and maintain the facilities, pipes and poles and wires that are used to deliver your electricity. These charges fluctuate depending on how much electricity you use but are the same no matter who supplies your electricity.
4. **Am I guaranteed to save money?** No.
5. **I've been burned by other suppliers. I'm not interested.** **Rep:** I've heard that. It's unfortunate other suppliers have made a bad name for all of us and taken advantage of good customers like yourself. I ask you give Indra Energy a try, considering it is a family owned company and its Rewards Program. Remember if you decide you do not wish to stay on Indra Energy supply service, you can cancel at any time and keep all the Reward Dollars you have already earned up until your cancellation.
6. **Will my service change in any way?** You will still have [insert utility name, see attached for a list of utilities Indra Energy serves across the states] as your utility. They will continue to deliver your electricity and/or natural gas, respond to emergencies, read your meter, and send you a bill just as they always have. You are simply choosing to purchase your electricity and/or natural gas from an alternative supplier.

**TIME RESTRICTIONS FOR DOOR-TO-DOOR SOLICITATIONS:**

DC	DE	IL	MD, MA, NJ, & OH	PA	VA
9:00am-sunset	9:00am-8:00pm (if a local ordinance has more strict solicitation requirements, must follow the local ordinance)	9:00am-7:00pm OR civil dusk (whichever is earlier)	10:00am-6:00pm	9 a.m. and 7 p.m. during October 1 and ending March 31, 9 a.m. and 8 p.m. during the months beginning April 1 and ending September 30	N/A

## UTILITIES ACROSS THE STATES:

DC	DE	IL	MD	MA	NJ	OH	PA	VA
Pepco	Delmarva	Ameren	Allegheny/Potomac Edison (First Energy)	National Grid (MECO)	ACE	AEP (CSP & OHPC)	Columbia Gas	CVA
WGL		Comed	BG&E	NSTAR	Elizabethtown Gas	Columbia Gas	Duquesne	WGL
			Delmarva	WMECO	JCP&L	DP&L	First Energy (Allegheny/West Penn, MetEd and PenElec)	
			Pepco		NJNG	Dominion	PECO	
			Washington Gas		PSE&G	Duke	People's (Equitable and Natural Gas)	
					Rockland Electric	First Energy (Illuminating Company, Toledo Edison and Ohio Edison)	UGI	
					SJG	Vectren	PGW	



**CONTACT INFORMATION FOR PUCs IN EACH STATE, SHOULD THE CUSTOMER WISH TO CONTACT THE PUC:**

DC	DE	IL	MD	MA	NJ	OH	PA	VA
<p>PSC at (202) 626-5100 or via the web at <a href="http://www.dcpssc.org">www.dcpssc.org</a></p> <p>The Office of the People's Counsel can be reached at (202) 727-3071 or via the web at <a href="http://www.opc-dc.gov">www.opc-dc.gov</a></p>	<p>PSC at 800-282-8574, by U.S. Mail at 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE 19904, or visit the web at <a href="http://depssc.delaware.gov/">http://depssc.delaware.gov/</a>.</p> <p>Delaware Division of Public Advocate at 1-888-607-2427 (toll free) or 302-577-5077, by U.S. Mail at 29 South State Street, Dover, DE 19904, by email at <a href="mailto:public.advocate@state.de.us">public.advocate@state.de.us</a>, or via their website at <a href="https://publicadvocate.delaware.gov/">https://publicadvocate.delaware.gov/</a></p>	<p>The Commission's Consumer Services Division (CSD) at 800-524-0795 (toll free) or TTY at 800-858-9277 (toll free), via the CSD website at <a href="http://www.icc.illinois.gov/consumer/complaint/">http://www.icc.illinois.gov/consumer/complaint/</a>, or by mail to Illinois Commerce Commission, 527 East Capitol Ave., Springfield, IL 62701.</p> <p>If the customer needs general information about their service, or wish to obtain educational materials, the customer may contact the Commission at 800-524-0795 (toll free) or TTY at 800-858-9277 (toll free) or at <a href="http://www.icc.illinois.gov/">http://www.icc.illinois.gov/</a></p>	<p>PSC at (800) 492-0474, by U.S. mail at 6 St. Paul Street Baltimore, MD 21202, or via the web at <a href="http://www.psc.state.md.us/psc/">http://www.psc.state.md.us/psc/</a></p>	<p>DPU: at 1-877-886-5066, by mail at One South Station Boston, MA 02110, or via the web at <a href="http://www.mass.gov/eea">http://www.mass.gov/eea</a></p>	<p>BPU at 1-800-624-0241</p>	<p>PUCO Phone at (800) 686-7826 or via the web at <a href="http://www.puco.ohio.gov">www.puco.ohio.gov</a></p> <p>Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622</p>	<p>PUC at (888) 782-3228 (electric competition hotline)</p> <p>PUC Consumer Hotline at 1-800-692-7380</p>	<p>The VA State Corporation Commission at 800-552-7945; (b) via the web at <a href="http://www.scc.virginia.gov">www.scc.virginia.gov</a>; or (c) by mail at 1300 E. Main St. Richmond, VA 23219</p>

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