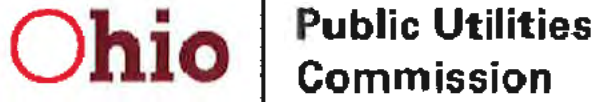


**From:** Andrea Smith <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, April 05, 2019 10:54 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262776 [ ref:\_00Dt0GzXt\_500t0GIsQe:ref ]



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

**CASE ID:** 00262776  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] West Milton, Ohio 45383  
**SERVICE ADDRESS:** [REDACTED] West Milton, Ohio 45383  
**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:** Ms. [REDACTED] states that she was conned by the company. She states that back in July/August 2018, she signed up for a rate of .38 per CCF. The representative failed to tell her that this was a promotional rate for two months. The rate then jumped to \$1.65 per ccf. She states she never received any information in the mail about what she signed up for. She states her monthly bill went from \$180.00 to \$500.00. Ms. [REDACTED] lives on a limited income and this has been a hardship for her.

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 the rate increasing?
5. If so, when and what was explained to the customer?
6. Do you have record of customer calling to cancel the account?

**7. 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.\_500t0GIsQe:ref

## Sariah Brinker

**From:** William Schaaf  
**Sent:** Friday, April 12, 2019 10:43 AM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262776 [ ref:\_00Dt0GzXt\_500t0GIsOe:ref ]  
**Attachments:** [REDACTED].TPV.mp3; [REDACTED].Agreement.pdf; [REDACTED].Confirmation Pack-Gas.pdf; [REDACTED].Confirmation Pack-Electric.pdf; Indra Postcard.pdf

Good morning,

Regarding Case # 00262776, [REDACTED]

Ms. [REDACTED] enrolled her gas and electric accounts in Palmco's service on 9/20/18, 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. 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 11/8/18 and 10/11/18, respectively.

**Gas Plan:** Variable. This included a two-month introductory rate of 35 cents per Ccf, after which the rate would vary month-to-month. No ETFs.

**Electric Plan:** 17-Month Two-Phase Fixed Plan, including 5.4 cents for the initial month, followed by 8.2 cents for the remaining 16 months. No ETFs.

On 3/14/19, Ms. [REDACTED] contacted our Customer Service line regarding her gas account. The customer declined an offer to switch her existing variable rate plan to a fixed rate product, and instead requested to cancel her gas account with Indra. An outbound drop transaction was submitted without penalty, and the customer's gas account stopped receiving Indra's supply on 4/8/19.

In the interest of resolving the customer's concerns and to provide the customer with the effect of an expedited return to her gas utility's standard service, we are willing to rerate the customer's last two gas bills to the rates we have on file for her gas utility. This results in a total adjustment of \$312.94 for the billing period of 2/8/19 – 4/8/19, 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.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
3/8/2019	4/8/2019	97	\$145.47	\$0.3753	\$36.40	\$2.55	\$38.95	\$106.52
2/8/2019	3/8/2019	154	\$271.10	\$0.3925	\$60.44	\$4.23	\$64.68	\$206.42
								\$312.94

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

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

William Schaaf – Asst. Compliance Officer



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

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

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

**Sent:** Friday, April 12, 2019 8:28 AM

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

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262776 [ ref:\_00Dt0GzXt.\_500t0GlsQe:ref ]

\*\*2nd Request

Please provide a copy of the TPV and a case update by close of business 4/16/2019.

Thank you,  
Drake Riley

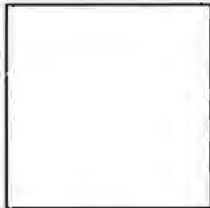
----- Original Message -----

**From:** Andrea Smith [contactthepuco@puc.state.oh.us]

**Sent:** 4/5/2019 10:53 AM

**To:** compliance@indraenergy.com

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262776 [ ref:\_00Dt0GzXt.\_500t0GlsQe:ref ]





**Initial Submission of a Consumer Complaint**

**Marketer of Natural Gas**

**Please Respond Within 3 Business Days**

**CASE ID:** 00262776

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] West Milton, Ohio 45383

**SERVICE ADDRESS:** [REDACTED] West Milton, Ohio 45383

**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:** Ms. [REDACTED] states that she was conned by the company. She states that back in July/August 2018, she signed up for a rate of .38 per CCF. The representative failed to tell her that this was a promotional rate for two months. The rate then jumped to \$1.65 per ccf. She states she never received any information in the mail about what she signed up for. She states her monthly bill went from \$180.00 to \$500.00. Ms. [REDACTED] lives on a limited income and this has been a hardship for her.

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- 4. Do you have record of customer calling about the rate increasing?**
- 5. If so, when and what was explained to the customer?**
- 6. Do you have record of customer calling to cancel the account?**
- 7. Any additional information you could provide would be greatly appreciated.**

Sincerely,

**Andrea Smith**

Public Utilities Commission of Ohio

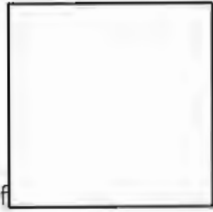
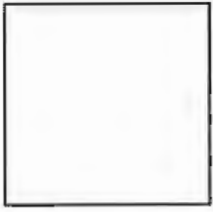
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

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ref:\_00Dt0GzXt.\_500t0GlsQe:ref



PALMco Energy OH, LLC /  
PALMco Power OH, LLC

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

NATURAL GAS & ELECTRIC POWER SUPPLY RESIDENTIAL AGREEMENT (OHIO)		VE18-05.01
<b>CUSTOMER INFORMATION</b>		
Customer Name:	to Account Holder: <u>SELF</u>	
E-mail Address:	Provide your e-mail address to PALMco to send notices and communications. PALMco does not sell, provide, or share your e-mail information with third parties.	
Service Address:	City: <u>WM</u>	State: <u>OH</u> Zip Code: <u>43888</u>
Billing Address (If Different):	City: _____	State: _____ Zip Code: <u>45383</u>
Phone Number:	<input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Home <u>211/52</u>	
<b>ACCOUNT INFORMATION</b>		
Third Party Verification # (TPV):	<u>#42245151</u>	
Account Holder's Name on Electricity Account:	_____	
Electricity Utility Account Number:	_____	
Budget Billing:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Product Code: <u>DPLE 081</u>	
<b>Please Choose ONE Of The Electric Price Offerings Below:</b>		
<b>Two phase Fixed Electric Rate:</b>		
<u>DP&amp;L</u> Insert Utility Name	Initial Rate of \$ <u>.051</u> per kWh for the first month followed by a Fixed Rate of \$ <u>.082</u> per kWh for the remaining <u>16</u> months	
<b>Standard Fixed Electric Rate:</b>		
Insert Utility Name	Fixed Rate of \$ _____ per kWh for _____ months	
<b>Introductory Electric Variable Rate:</b>		
Insert Utility Name	Insert Introductory Price	Per kWh 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:	_____	
Budget Billing:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Please Choose ONE Of The Gas Price Offerings Below:</b>		
<b>Two Phase Fixed Gas Rate:</b>		
Insert Utility Name	Initial Rate of \$ _____ per Ccf/Mcf for the first month followed by a Fixed Rate of \$ _____ per Ccf/Mcf for the remaining _____ months	
<b>Introductory Gas Variable Rate:</b>		
<u>VECT</u> Insert Utility Name	<u>.35¢</u> Insert Introductory Price	<u>Per Ccf</u> Mcf 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.		
<b>Enrollment Promotion</b> <input checked="" type="checkbox"/> Let us treat you to Dinner!		
<b>ACKNOWLEDGEMENT FORM FOR NATURAL GAS AND ELECTRICITY RESIDENTIAL AND SMALL COMMERCIAL</b>		
<b>Please Read Carefully and Initial in the Appropriate Spaces</b>		
<ol style="list-style-type: none"><li>The representative stated that he/she was representing PALMco and was not from the Electric and/or Natural Gas Distribution Company.</li><li>The representative explained that by signing the enrollment form I was entering into an agreement/contract for PALMco to supply my electricity and/or natural gas.</li><li>The representative explained to me the price for electricity and/or natural gas under this contract.</li><li><b>For variable rate customers only:</b> The representative explained that the contract is for one month and will continue on a month-to-month basis until either PALMco or I decide to cancel the contract. I can access my future variable pricing information at: <a href="https://palmcoenergy.com/ohio/ohio-variable-rates">https://palmcoenergy.com/ohio/ohio-variable-rates</a>.</li><li><b>For fixed rate customers only:</b> 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.</li><li>The representative explained my right to cancel.</li><li>The representative left two completed right to cancel notices with me.</li><li>The representative disclosed that no early termination liability fee would apply, if I cancel the contract.</li></ol>		
<b>CUSTOMER AUTHORIZATION</b>		
<ol style="list-style-type: none"><li>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.</li><li>I understand that my utility(ies) will send me a single bill covering my electric and/or natural gas delivery service, and PALMco's supply service.</li><li>I understand that PALMco does not guarantee savings under this Agreement/Contract.</li></ol>		
<b>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.</b>		
<b>FURTHER RIGHT(S) OF RESCISSION:</b> 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: PALMco Power OH, LLC and/or PALMco Energy OH, LLC (Seller)	By: <u>X</u>	
By: <u>ARKSOIS</u>	By: <u>X</u>	
By: <u>R. L. P.</u>	Date: <u>9/20/18</u>	
REPRESENTATIVE'S SIGNATURE	MONTH / DAY / YEAR	AH-E 99905763





PALMcoEnergy  
8751 18th Avenue  
Brooklyn, NY 11214

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

9/24/2018

[REDACTED]  
West Milton, OH 45383

**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 **Vectren**. You will receive a confirmation notice from **Vectren** 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 \$0.35000/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 Vectren.

**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



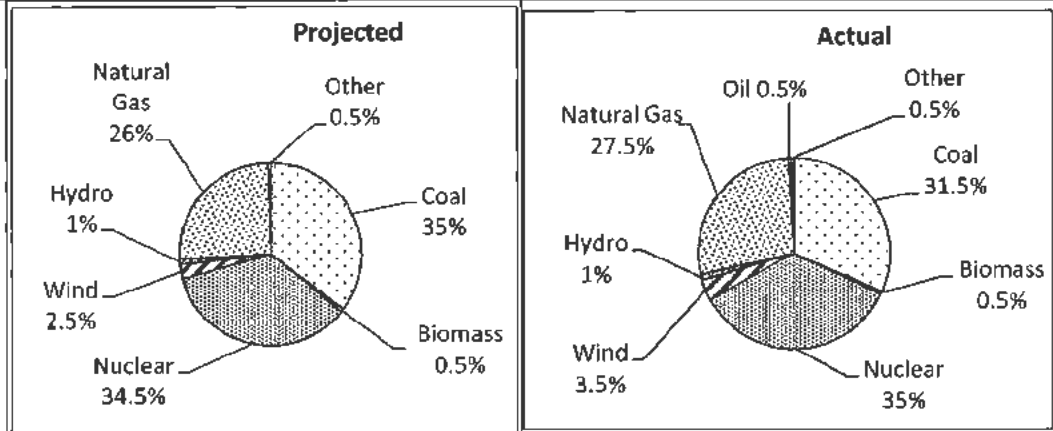
## Environmental Disclosure Information – Quarterly Comparisons

### 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.



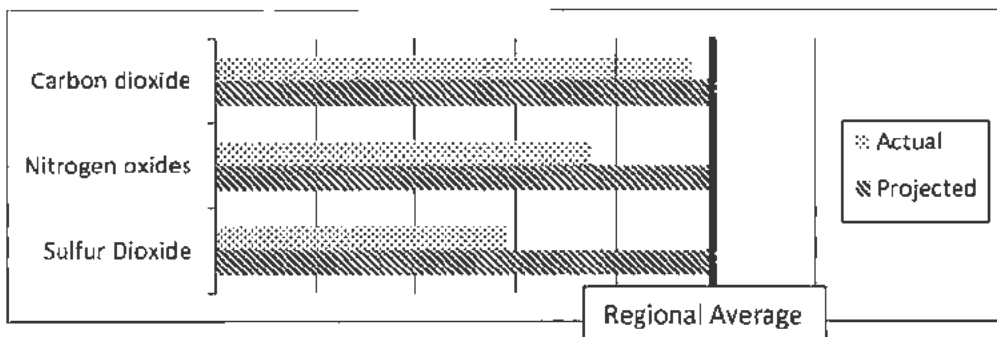
#### Environmental Characteristics–

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

9/24/2018

[REDACTED]  
West Milton, OH 45383

**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 DP&L. You will receive a confirmation notice from DP&L 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:** Initial Rate of \$0.05400/kWh for the first month followed by a Fixed Rate of \$0.08200/kWh for the remaining 16 months.

**Cancellation Fees:** None.

**Budget Billing:** Available upon request.

**Your feedback is important to us!**

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

**Questions?**

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

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**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.

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**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

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V.E.17-12.19



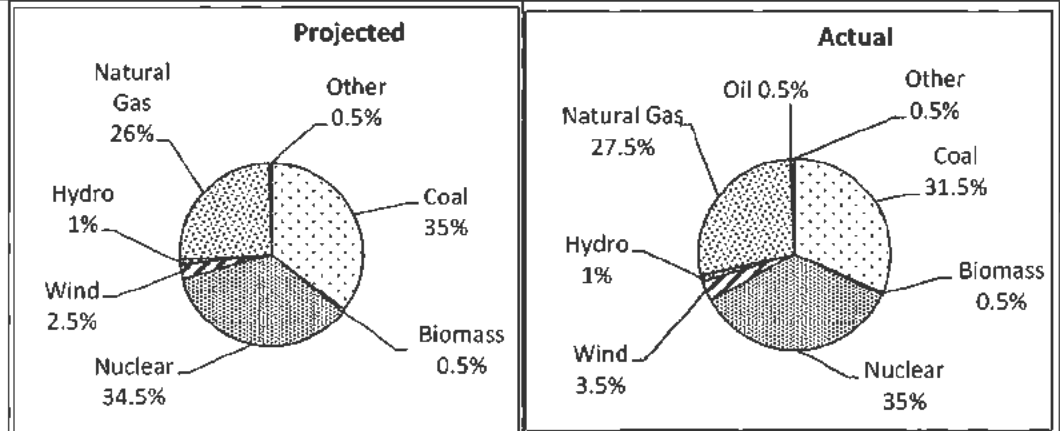
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### PALMco Power OH, LLC

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**Generation Resource Mix -**  
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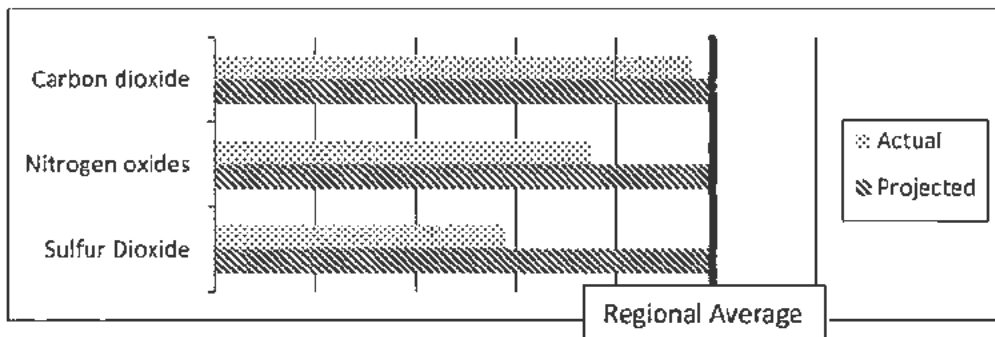
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Biomass Power	Air Emissions and Solid Waste
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Natural Gas Power	Air Emissions and Solid Waste
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Oil Power	Air Emissions and Solid Waste
Other Sources	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	Fl³/1,000 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

---

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, March 5, 2019 3:04 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref:\_00Dt0GzXt\_500t0FN5i7:ref ]



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

**CASE ID:** 00256874  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Canton, Ohio 44708  
**SERVICE ADDRESS:** [REDACTED] Canton, Ohio 44708  
**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 afternoon,

Mr. [REDACTED] contacted the PUCO regarding the contract agreed to by your company. He stated the contract was supposed to be a 12 month fixed rate. After three months with your company the rate for his gas and electric increased dramatically. Also, the rep that came to his home never allowed the customer to sign the contract. Was provided a contract that was signed though, not with the authorized party but by the rep.

Please provide the following:

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.\_500t0FN5i7:ref

## William Schaaf

---

**From:** William Schaaf  
**Sent:** Monday, March 11, 2019 4:46 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref\_00Dt0GzXt\_500t0FN5i7:ref ]  
**Attachments:** [REDACTED]TPV.MP3; [REDACTED] Confirmation Pack-Gas.pdf; [REDACTED] Confirmation Pack-Electric.pdf; Indra Postcard.pdf

Hello Samantha and the PUCO,

Regarding Case # 00256874, [REDACTED]

This customer's gas and electric accounts were enrolled in Palmco's variable rate plans on 8/10/18, as the result of a door-to-door sale. We have been unable to locate a signed agreement for this enrollment, but have attached the TPV recording, as well as the confirmation packages sent to the customer detailing the terms of service. The TPV recording was completed by Ms. [REDACTED] who indicated she was authorized to enroll the accounts. Palmco began servicing the customer's gas and electric accounts on 8/24/18 and 9/10/18, 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 \$0.0520 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 them of this brand name change.

We received an inbound drop transaction for the customer's gas account on 2/15/19, which was processed without penalty. The customer's gas account stopped receiving our supply on 2/27/19.

On 2/20/19, Mr. [REDACTED] contacted our Customer Service line and requested the cancellation of his electric account. An outbound drop was processed, and the customer's electric utility (AEP) determined a service end date of 3/12/19. No termination fees were issued for cancellation.

Mr. [REDACTED] contacted our Customer Service line again on 3/4/19. The customer expressed concerns over his gas bill, and he was advised that his account would be escalated for further review. Upon review, in the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his gas utility's standard offer, we proceeded with rerating the customer's final gas bill to the rate we have on file for his gas utility. We've included a chart below detailing our calculations for this adjustment, which amounts to \$284.48 for the billing cycle of 1/29/19 – 2/27/19.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/29/2019	2/27/2019	185	\$342.11	\$0.2925	\$54.11	\$3.52	\$57.63	<b>\$284.48</b>

Our records indicate that this enrollment was never in a fixed rate contract, but rather in a variable rate plan that carried a two-month introductory period. With that said, if the PUCO determines that an additional rerate is warranted here, please let us know.

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 5:54 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 #: 00256874 [ ref:\_00Dt0GzXt.\_500t0FN5i7: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 3:04 PM

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

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref:\_00Dt0GzXt.\_500t0FN5i7:ref ]



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

**CASE ID:** 00256874

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Canton, Ohio 44708

**SERVICE ADDRESS:** [REDACTED] Canton, Ohio  
44708

**AIQ:** Palmco Power 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 the contract agreed to by your company. He stated the contract was supposed to be a 12 month fixed rate. After three months with your company the rate for his gas and electric increased dramatically. Also, the rep that came to his home never allowed the customer to sign the contract. Was provided a contract that was signed though, not with the authorized party but by the rep.

Please provide the following:

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

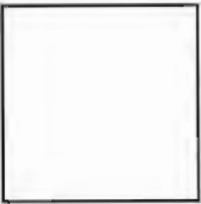
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

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

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ref:\_00Dt0GzXt.\_500t0FN5i7:ref

**Sariah Brinker**

---

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, March 19, 2019 11:29 AM  
**To:** William Schaaf  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref:\_00Dt0GzXt\_500t0FN5i7:ref ]

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

**CASE ID:** 00256874  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Canton, Ohio 44708  
**SERVICE ADDRESS:** [REDACTED] Canton, Ohio 44708  
**AIQ:** Palmco Power OH LLC  
**SERVICE ACCOUNT NUMBER:**  
**NIQ:**

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

**DESCRIPTION OF ISSUE:**

Due to your company not being able to locate the signed contract would your company be willing to re-rate the customers gas and electric charges?  
If so please provide me with the amount of the re-rate with a breakdown of that?

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:** 3/11/2019 4:46 PM

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

**Cc:** compliance@indraenergy.com

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref:\_00Dt0GzXt.\_500t0FN5i7:ref ]

Hello Samantha and the PUCO,

Regarding Case # 00256874, [REDACTED]

This customer's gas and electric accounts were enrolled in Palmco's variable rate plans on 8/10/18, as the result of a door-to-door sale. We have been unable to locate a signed agreement for this enrollment, but have attached the TPV recording, as well as the confirmation packages sent to the customer detailing the terms of service. The TPV recording was completed by Ms. [REDACTED] who indicated she was authorized to enroll the accounts. Palmco began servicing the customer's gas and electric accounts on 8/24/18 and 9/10/18, 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 \$0.0520 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 them of this brand name change.

We received an inbound drop transaction for the customer's gas account on 2/15/19, which was processed without penalty. The customer's gas account stopped receiving our supply on 2/27/19.

On 2/20/19, Mr. [REDACTED] contacted our Customer Service line and requested the cancellation of his electric account. An outbound drop was processed, and the customer's electric utility (AEP) determined a service end date of 3/12/19. No termination fees were issued for cancellation.

Mr. [REDACTED] contacted our Customer Service line again on 3/4/19. The customer expressed concerns over his gas bill, and he was advised that his account would be escalated for further review. Upon review, in the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his gas utility's standard offer, we proceeded with rerating the customer's final gas bill to the rate we have on file for his gas utility. We've included a chart below detailing our calculations for this adjustment, which amounts to \$284.48 for the billing cycle of 1/29/19 – 2/27/19.



Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/29/2019	2/27/2019	185	\$342.11	\$0.2925	\$54.11	\$3.52	\$57.63	<b>\$284.48</b>

Our records indicate that this enrollment was never in a fixed rate contract, but rather in a variable rate plan that carried a two-month introductory period. With that said, if the PUCO determines that an additional rerate is warranted here, please let us know.

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 5:54 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 #: 00256874 [ ref:\_00Dt0GzXt.\_500t0FN5i7: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 3:04 PM

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

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref: \_00Dt0GzXt.\_500t0FN5i7:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Electric & Natural Gas**

**Please Respond Within 3 Business Days**

**CASE ID:** 00256874

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Canton, Ohio 44708

**SERVICE ADDRESS:** [REDACTED] Canton, Ohio 44708

**AIQ:** Palmco Power 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 the contract agreed to by your company. He stated the contract was supposed to be a 12 month fixed rate. After three months with your company the rate for his gas and electric increased dramatically. Also, the rep that came to his home never allowed the customer to sign the contract. Was provided a contract that was signed though, not with the authorized party but by the rep.

Please provide the following:  
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

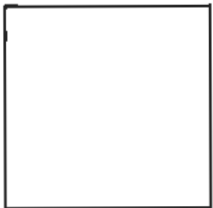
Service Monitoring and Enforcement Department

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.\_500t0FN5i7:ref

**Sariah Brinker**

---

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Wednesday, March 20, 2019 10:39 AM  
**To:** William Schaaf  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref:\_00Dt0GzXt\_500t0FN5i7:ref ]

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

**CASE ID:** 00256874  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Canton, Ohio 44708  
**SERVICE ADDRESS:** [REDACTED] Canton, Ohio 44708  
**AIQ:** Palmco Power OH LLC  
**SERVICE ACCOUNT NUMBER:**  
**NIQ:**

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

**DESCRIPTION OF ISSUE:**  
How will the customer receive the refund?

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:** 3/19/2019 2:32 PM  
**To:** contactthepuco@puco.ohio.gov  
**Cc:** compliance@indraenergy.com

Hello Samantha,

We will honor your request here to rerate all charges the customer was billed by Palmco/Indra. We've included charts below detailing these adjustments, which reflect a rerate to the rates we have file for the customer's gas and electric utilities. Let us know if you need anything further. Thanks.

Gas Account

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer	
1/29/2019	2/27/2019	185	\$342.11	\$0.2925	\$54.11	\$3.52	\$57.63	\$284.48	
12/27/2018	1/29/2019	209	\$177.64	\$0.3020	\$63.12	\$4.10	\$67.22	\$110.42	
11/26/2018	12/27/2018	162	\$143.54	\$0.3712	\$60.13	\$3.91	\$64.04	\$79.50	
10/24/2018	11/26/2018	113	\$29.38	\$0.4785	\$54.07	\$0.00	\$54.07	-\$24.69	
9/25/2018	10/24/2018	34	\$8.84	\$0.3255	\$11.07	\$0.00	\$11.07	-\$2.23	
8/24/2018	9/25/2018	25	\$6.50	\$0.3091	\$7.73	\$0.00	\$7.73	-\$1.23	
								\$446.25	<-Total Credit
								-\$284.48	<-Already issue
								\$161.77	<-New credit to

Electric Account

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/11/2019	3/14/2019	535	\$94.40	\$0.0553	\$29.59	\$64.81
1/10/2019	2/11/2019	615	\$138.97	\$0.0553	\$34.01	\$104.96
12/7/2018	1/10/2019	618	\$126.99	\$0.0553	\$34.18	\$92.81
11/8/2018	12/7/2018	580	\$82.68	\$0.0553	\$32.07	\$50.61
10/8/2018	11/8/2018	574	\$29.85	\$0.0553	\$31.74	-\$1.89
9/10/2018	10/8/2018	652	\$33.90	\$0.0553	\$36.06	-\$2.16
						\$309.15

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:** Tuesday, March 19, 2019 11:29 AM

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

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref:\_00Dt0GzXt.\_500t0FN5i7:ref ]

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

**CASE ID:** 00256874

**COMPANY:**

**CUSTOMER:**

**ADDRESS:** [REDACTED] Canton, Ohio 44708

**SERVICE ADDRESS:** [REDACTED] Canton, Ohio 44708

**AIQ:** Palmco Power OH LLC

**SERVICE ACCOUNT NUMBER:**

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**DESCRIPTION OF ISSUE:**

Due to your company not being able to locate the signed contract would your company be willing to re-rate the customers gas and electric charges?

If so please provide me with the amount of the re-rate with a breakdown of that?



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:** 3/11/2019 4:46 PM

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

**Cc:** compliance@indraenergy.com

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref:\_00Dt0GzXt.\_500t0FN5i7:ref ]

Hello Samantha and the PUCO,

Regarding Case # 00256874, [REDACTED]

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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 5:54 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 #: 00256874 [ ref:\_00Dt0GzXt.\_500t0FN5i7:ref ]

Good afternoon,

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Thank you.

William Schaaf – Asst. Compliance Officer



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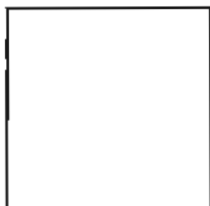
[www.IndraEnergy.com](http://www.IndraEnergy.com)

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

**Sent:** Tuesday, March 5, 2019 3:04 PM

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

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref: \_00Dt0GzXt.\_500t0FN5i7:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Electric & Natural Gas**

**Please Respond Within 3 Business Days**

**CASE ID:** 00256874

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Canton, Ohio 44708

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44708

**AIQ:** Palmco Power 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 the contract agreed to by your company. He stated the contract was supposed to be a 12 month fixed rate. After three months with your company the rate for his gas and electric increased dramatically. Also, the rep that came to his home never allowed the customer to sign the contract. Was provided a contract that was signed though, not with the authorized party but by the rep.

Please provide the following:

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

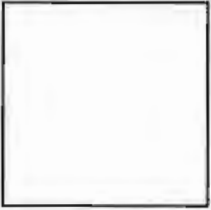
Service Monitoring and Enforcement Department

Customer Service Investigator

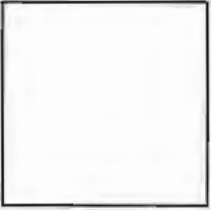
(800) 686-PUCO (7826)

[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.\_500t0FN5i7:ref



**Sariah Brinker**

---

**From:** William Schaaf  
**Sent:** Wednesday, March 20, 2019 10:46 AM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref:\_00Dt0GzXt\_500t0FN5i7:ref ]

Hell Samantha,

These adjustments will be sent to the customer's gas and electric utilities in order to be applied to the accounts. We expect the utilities to receive these adjustments within 10 days.

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:** Wednesday, March 20, 2019 10:39 AM  
**To:** William Schaaf <wschaaf@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref:\_00Dt0GzXt\_500t0FN5i7:ref ]

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

**CASE ID:** 00256874  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Canton, Ohio 44708  
**SERVICE ADDRESS:** [REDACTED] Canton, Ohio 44708  
**AIQ:** Palmco Power OH LLC  
**SERVICE ACCOUNT NUMBER:**  
**NIQ:**

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



**DESCRIPTION OF ISSUE:**

How will the customer receive the refund?

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:** 3/19/2019 2:32 PM

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

**Cc:** compliance@indraenergy.com

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref:\_00Dt0GzXt.\_500t0FN5i7:ref ]

Hello Samantha,

We will honor your request here to rerate all charges the customer was billed by Palmco/Indra. We've included charts below detailing these adjustments, which reflect a rerate to the rates we have file for the customer's gas and electric utilities. Let us know if you need anything further. Thanks.

#### Gas Account

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer	
1/29/2019	2/27/2019	185	\$342.11	\$0.2925	\$54.11	\$3.52	\$57.63	\$284.48	
12/27/2018	1/29/2019	209	\$177.64	\$0.3020	\$63.12	\$4.10	\$67.22	\$110.42	
11/26/2018	12/27/2018	162	\$143.54	\$0.3712	\$60.13	\$3.91	\$64.04	\$79.50	
10/24/2018	11/26/2018	113	\$29.38	\$0.4785	\$54.07	\$0.00	\$54.07	-\$24.69	
9/25/2018	10/24/2018	34	\$8.84	\$0.3255	\$11.07	\$0.00	\$11.07	-\$2.23	
8/24/2018	9/25/2018	25	\$6.50	\$0.3091	\$7.73	\$0.00	\$7.73	-\$1.23	
								\$446.25	<-Total Cre
								-\$284.48	<-Already i



**\$161.77**<-New credit  
issued

## Electric Account

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/11/2019	3/14/2019	535	\$94.40	\$0.0553	\$29.59	<b>\$64.81</b>
1/10/2019	2/11/2019	615	\$138.97	\$0.0553	\$34.01	<b>\$104.96</b>
12/7/2018	1/10/2019	618	\$126.99	\$0.0553	\$34.18	<b>\$92.81</b>
11/8/2018	12/7/2018	580	\$82.68	\$0.0553	\$32.07	<b>\$50.61</b>
10/8/2018	11/8/2018	574	\$29.85	\$0.0553	\$31.74	<b>-\$1.89</b>
9/10/2018	10/8/2018	652	\$33.90	\$0.0553	\$36.06	<b>-\$2.16</b>
						<b>\$309.15</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:** Tuesday, March 19, 2019 11:29 AM**To:** William Schaaf <wschaaf@indraenergy.com>**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref:\_00Dt0GzXt.\_500t0FN5i7:ref ]

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

**CASE ID:** 00256874

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Canton, Ohio 44708

**SERVICE ADDRESS:** [REDACTED] Canton, Ohio 44708

**AIQ:** Palmco Power OH LLC

**SERVICE ACCOUNT NUMBER:**

**NIQ:**

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

**DESCRIPTION OF ISSUE:**

Due to your company not being able to locate the signed contract would your company be willing to re-rate the customers gas and electric charges?

If so please provide me with the amount of the re-rate with a breakdown of that?

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:** 3/11/2019 4:46 PM

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

**Cc:** compliance@indraenergy.com

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref:\_00Dt0GzXt.\_500t0FN5i7:ref ]

Hello Samantha and the PUCO,

Regarding Case # 00256874, [REDACTED]

This customer's gas and electric accounts were enrolled in Palmco's variable rate plans on 8/10/18, as the result of a door-to-door sale. We have been unable to locate a signed agreement for this enrollment, but have attached the TPV recording, as well as the confirmation packages sent to the customer detailing the terms of service. The TPV recording was completed by Ms. [REDACTED] who indicated she was authorized to enroll the accounts. Palmco began servicing the customer's gas and electric accounts on 8/24/18 and 9/10/18, 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 \$0.0520 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 them of this brand name change.

We received an inbound drop transaction for the customer's gas account on 2/15/19, which was processed without penalty. The customer's gas account stopped receiving our supply on 2/27/19.

On 2/20/19, Mr. [REDACTED] contacted our Customer Service line and requested the cancellation of his electric account. An outbound drop was processed, and the customer's electric utility (AEP) determined a service end date of 3/12/19. No termination fees were issued for cancellation.

Mr. [REDACTED] contacted our Customer Service line again on 3/4/19. The customer expressed concerns over his gas bill, and he was advised that his account would be escalated for further review. Upon review, in the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his gas utility's standard offer, we proceeded with rerating the customer's final gas bill to the rate we have on file for his gas utility. We've included a chart below detailing our calculations for this adjustment, which amounts to \$284.48 for the billing cycle of 1/29/19 – 2/27/19.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/29/2019	2/27/2019	185	\$342.11	\$0.2925	\$54.11	\$3.52	\$57.63	\$284.48

Our records indicate that this enrollment was never in a fixed rate contract, but rather in a variable rate plan that carried a two-month introductory period. With that said, if the PUCO determines that an additional rerate is warranted here, please let us know.

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 5:54 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 #: 00256874 [ ref:\_00Dt0GzXt.\_500t0FN5i7: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

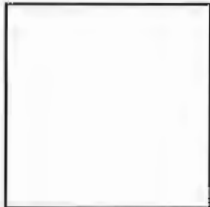
[www.IndraEnergy.com](http://www.IndraEnergy.com)

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

**Sent:** Tuesday, March 5, 2019 3:04 PM

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

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref:\_00Dt0GzXt.\_500t0FN5i7:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Electric & Natural Gas**

**Please Respond Within 3 Business Days**

**CASE ID:** 00256874

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Canton, Ohio 44708

**SERVICE ADDRESS:** [REDACTED] Canton, Ohio  
44708

**AIQ:** Palmco Power 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 the contract agreed to by your company. He stated the contract was supposed to be a 12 month fixed rate. After three months with your company the rate for his gas and electric increased dramatically. Also, the rep that came to his home never allowed the customer to sign the contract. Was provided a contract that was signed though, not with the authorized party but by the rep.

Please provide the following:  
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

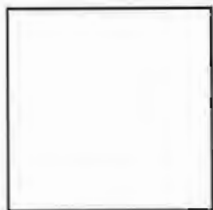
Service Monitoring and Enforcement Department

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.\_500t0FN5i7:ref





**Sariah Brinker**

---

**From:** William Schaaf  
**Sent:** Tuesday, March 19, 2019 2:33 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref:\_00Dt0GzXt\_500t0FN5i7:ref ]

Hello Samantha,

We will honor your request here to rerate all charges the customer was billed by Palmco/Indra. We've included charts below detailing these adjustments, which reflect a rerate to the rates we have file for the customer's gas and electric utilities. Let us know if you need anything further. Thanks.

**Gas Account**

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer	
1/29/2019	2/27/2019	185	\$342.11	\$0.2925	\$54.11	\$3.52	\$57.63	\$284.48	
12/27/2018	1/29/2019	209	\$177.64	\$0.3020	\$63.12	\$4.10	\$67.22	\$110.42	
11/26/2018	12/27/2018	162	\$143.54	\$0.3712	\$60.13	\$3.91	\$64.04	\$79.50	
10/24/2018	11/26/2018	113	\$29.38	\$0.4785	\$54.07	\$0.00	\$54.07	-\$24.69	
9/25/2018	10/24/2018	34	\$8.84	\$0.3255	\$11.07	\$0.00	\$11.07	-\$2.23	
8/24/2018	9/25/2018	25	\$6.50	\$0.3091	\$7.73	\$0.00	\$7.73	-\$1.23	
									\$446.25 <-Total Credit
									-\$284.48 <-Already issue
									\$161.77 <-New credit to

**Electric Account**

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/11/2019	3/14/2019	535	\$94.40	\$0.0553	\$29.59	\$64.81
1/10/2019	2/11/2019	615	\$138.97	\$0.0553	\$34.01	\$104.96
12/7/2018	1/10/2019	618	\$126.99	\$0.0553	\$34.18	\$92.81
11/8/2018	12/7/2018	580	\$82.68	\$0.0553	\$32.07	\$50.61
10/8/2018	11/8/2018	574	\$29.85	\$0.0553	\$31.74	-\$1.89
9/10/2018	10/8/2018	652	\$33.90	\$0.0553	\$36.06	-\$2.16
						\$309.15

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:** Tuesday, March 19, 2019 11:29 AM  
**To:** William Schaaf <wschaaf@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref:\_00Dt0GzXt.\_500t0FN5i7:ref ]

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

**CASE ID:** 00256874  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Canton, Ohio 44708  
**SERVICE ADDRESS:** [REDACTED] Canton, Ohio 44708  
**AIQ:** Palmco Power OH LLC  
**SERVICE ACCOUNT NUMBER:**  
**NIQ:**

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

**DESCRIPTION OF ISSUE:**

Due to your company not being able to locate the signed contract would your company be willing to re-rate the customers gas and electric charges?  
If so please provide me with the amount of the re-rate with a breakdown of that?

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:** 3/11/2019 4:46 PM

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

**Cc:** compliance@indraenergy.com

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref:\_00Dt0GzXt.\_500t0FN5i7:ref ]

Hello Samantha and the PUCO,

Regarding Case # 00256874, [REDACTED]

This customer's gas and electric accounts were enrolled in Palmco's variable rate plans on 8/10/18, as the result of a door-to-door sale. We have been unable to locate a signed agreement for this enrollment, but have attached the TPV recording, as well as the confirmation packages sent to the customer detailing the terms of service. The TPV recording was completed by Ms. [REDACTED] who indicated she was authorized to enroll the accounts. Palmco began servicing the customer's gas and electric accounts on 8/24/18 and 9/10/18, 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 \$0.0520 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 them of this brand name change.

We received an inbound drop transaction for the customer's gas account on 2/15/19, which was processed without penalty. The customer's gas account stopped receiving our supply on 2/27/19.

On 2/20/19, Mr. [REDACTED] contacted our Customer Service line and requested the cancellation of his electric account. An outbound drop was processed, and the customer's electric utility (AEP) determined a service end date of 3/12/19. No termination fees were issued for cancellation.

Mr. [REDACTED] contacted our Customer Service line again on 3/4/19. The customer expressed concerns over his gas bill, and he was advised that his account would be escalated for further review. Upon review, in the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his gas utility's standard offer, we proceeded with rerating the customer's final gas bill to the rate we have on file for his gas utility. We've included a chart below detailing our calculations for this adjustment, which amounts to \$284.48 for the billing cycle of 1/29/19 – 2/27/19.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/29/2019	2/27/2019	185	\$342.11	\$0.2925	\$54.11	\$3.52	\$57.63	<b>\$284.48</b>

Our records indicate that this enrollment was never in a fixed rate contract, but rather in a variable rate plan that carried a two-month introductory period. With that said, if the PUCO determines that an additional rerate is warranted here, please let us know.

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 5:54 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 #: 00256874 [ ref:\_00Dt0GzXt.\_500t0FN5i7: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 3:04 PM

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

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256874 [ ref:\_00Dt0GzXt.\_500t0FN5i7:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Electric & Natural Gas**

**Please Respond Within 3 Business Days**

**CASE ID:** 00256874

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Canton, Ohio 44708

**SERVICE ADDRESS:** [REDACTED] Canton, Ohio 44708

**AIQ:** Palmco Power 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 the contract agreed to by your company. He stated the contract was supposed to be a 12 month fixed rate. After three months with your company the rate for his gas and electric increased dramatically. Also, the rep that came to his home never allowed the customer to sign the contract. Was provided a contract that was signed though, not with the authorized party but by the rep.

Please provide the following:  
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

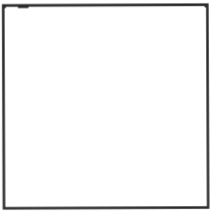
Customer Service Investigator

(800) 686-PUCO (7826)

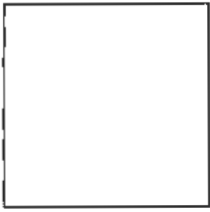
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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.\_500t0FN5i7:ref



**Sariah Brinker**

---

**From:** Drake Riley <contactthepuco@puc.state.oh.us>  
**Sent:** Monday, March 11, 2019 3:28 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257768 [ ref:\_00Dt0GzXt\_  
500t0FNUIP:ref ]



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

**CASE ID:** 00257768  
**CUSTOMER:** [REDACTED]  
**SERVICE ADDRESS:** [REDACTED] University Heights, OH 44118  
**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:**

Hello,

Mr. [REDACTED] believes he was misled in regards to his variable rate. He acknowledges that he enrolled and switched to the variable but contends that the current rate he is being billed is not fair or rational.

Please provide a copy of all enrollment documents, TPV, T&C's, Welcome letter, etc.

How was the customer enrolled?  
What is the current rate he's being charged?  
Did the rate recently spike?

If so, what factors caused the increase?

Sincerely,

**Drake Riley**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Supervisor - Electric

(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\_500t0FNUIP:ref

## Sariah Brinker

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**From:** Orpheus Craigue  
**Sent:** Friday, March 15, 2019 10:40 AM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257768 [ ref:\_00Dt0GzXt.\_500t0FNUIP:ref ]  
**Attachments:** [REDACTED] Web Enroll.pdf; [REDACTED] - Confirmation Pack Gas.pdf  
**Categories:** PUCO Complaint

Hello Drake,

Regarding PUCO Case ID 00257768; [REDACTED]

This customer enrolled with Indra's variable rate plan via our website on 11/16/2018. We're attaching the email generated from this web enrollment, as well as the confirmation packet mailed to the customer shortly thereafter. The customer opted into a variable rate plan, which carried a two-month introductory rate of \$2.80, after which rates would vary month-to-month.

The customer reached out to our Customer Service line to cancel his account on 3/11/2019, and an inbound drop from Dominion established an end date of 3/29/2019.

The customer's rate on his most recent bill was \$17.3641 per Mcf, which was his first variable bill following his introductory period. Further information on Indra's variable pricing can be found within our Terms and Conditions.

The customer is scheduled to receive one additional bill with Indra as his supplier, and we intend to rerate that bill to Dominion's standard offer. This will help provide the customer with the effect of an expedited return to his utility.

If we can be of any further assistance, please feel free to reach out. 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:** Friday, March 15, 2019 08:13  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257768 [ ref:\_00Dt0GzXt.\_500t0FNUIP:ref ]

Good morning,

Please provide the TPV and a case update for this matter today.

Thanks,  
Drake Riley

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

**From:** Drake Riley [contactthepuco@puc.state.oh.us]

**Sent:** 3/11/2019 3:28 PM

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

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257768 [ ref:\_00Dt0GzXt.\_500t0FNUIP:ref ]



**Initial Submission of a Consumer Complaint**

**Marketer of Natural Gas**

**Please Respond Within 3 Business Days**

**CASE ID:** 00257768

**CUSTOMER:** [REDACTED]

**SERVICE ADDRESS:** [REDACTED] University Heights, OH 44118

**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:**

Hello,

Mr. [REDACTED] believes he was misled in regards to his variable rate. He acknowledges that he enrolled and switched to the variable but contends that the current rate he is being billed is not fair or rational.

Please provide a copy of all enrollment documents, TPV, T&C's, Welcome letter, etc.

How was the customer enrolled?

What is the current rate he's being charged?

Did the rate recently spike?

If so, what factors caused the increase?

Sincerely,

**Drake Riley**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Supervisor - Electric

(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.\_500t0FNUIP:ref



## Orpheus Craigue

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**From:** Customer Care  
**Sent:** Friday, November 16, 2018 10:07 AM  
**To:** [REDACTED]  
**Subject:** INDRA Energy Natural Gas Enrollment Received

### ENROLLMENT CONFIRMATION

Dear [REDACTED]

Thank you for choosing INDRA Energy as your energy supplier. We look forward to serving you as one of our preferred customers.

This letter is confirming your selection of INDRA Energy as your Gas supplier. This package contains a copy of the **Terms and Conditions**.

### WE ARE CURRENTLY PROCESSING YOUR ENROLLMENT

Your enrollment request is currently being processed and will be sent to your utility. You will receive a confirmation notice from your utility confirming your selection of INDRA Energy as your 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.

### CANCELLATION OF SERVICE

After you have begun receiving service from INDRA Energy, you may opt out or cancel your service with INDRA Energy at any time. It typically takes between one to two billing cycles (approximately 30 to 60 days) for you to be switched back to your utility or another supplier after you opt out or cancel your service with INDRA Energy. During this time, INDRA Energy will continue to supply and charge you for the service you receive at INDRA Energy's rates in effect at that time.

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

#### CONTACT INFORMATION

**Customer Enrollment Request Date:** 2018-11-16 15:06:33

**Customer Name:** [REDACTED]

**Primary Email Address:** [REDACTED]

**Primary Telephone Number:** [REDACTED]

#### PLAN DETAILS

**Utility:** DEO - Dominion East Ohio

**Utility Account Number:** [REDACTED]

**Rate Plan:** Introductory Rate of \$2.80000 / MCF for First 2 Billing Cycles.

Followed by our variable rate thereafter.

**Enrollment Fees:** None

**Cancellation Fees:** \$ 0

**Budget Billing:** Available upon request.

**Description:** Try us out with a great 2 Month initial rate. This entry rate is followed by our Variable Rate on a month to month term.

#### 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 and tell us:

- About your overall sales experience.
- Any questions about the pricing plan or the supply service you signed up for.
- Anything we could have done to improve your enrollment experience.

#### QUESTIONS?

If you have any questions, please feel free to contact us at 1 (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 Service

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

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

**11/19/2018**

[REDACTED]  
University Heights, OH 44118

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

**Cancellation Fees:** None.

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

**Your feedback is important to us!**

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

**Questions?**

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at [CustomerCare@IndraEnergy.com](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																																								
<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><tr><th>Resource</th><th>Percentage</th></tr><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></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><tr><th>Resource</th><th>Percentage</th></tr><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></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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Hydro	1.5%																																							
Oil	0.5%																																							
Other	0.5%																																							
Solar	0.5%																																							
<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.	<table><tr><th>Pollutant</th><th>Actual</th><th>Projected</th><th>Regional Average</th></tr><tr><td>Carbon dioxide</td><td>~4.5</td><td>~4.5</td><td>~4.5</td></tr><tr><td>Nitrogen oxides</td><td>~3.5</td><td>~3.5</td><td>~3.5</td></tr><tr><td>Sulfur Dioxide</td><td>~3.5</td><td>~3.5</td><td>~3.5</td></tr></table>			Pollutant	Actual	Projected	Regional Average	Carbon dioxide	~4.5	~4.5	~4.5	Nitrogen oxides	~3.5	~3.5	~3.5	Sulfur Dioxide	~3.5	~3.5	~3.5																					
	Pollutant	Actual	Projected	Regional Average																																				
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Nitrogen oxides	~3.5	~3.5	~3.5																																					
Sulfur Dioxide	~3.5	~3.5	~3.5																																					
<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.																																								

**Sariah Brinker**

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**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, March 12, 2019 7:57 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257862 [ ref:\_00Dt0GzXt\_500t0FNcUb:ref ]

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



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

**CASE ID:** 00257862  
**CUSTOMER:** [REDACTED]  
**SERVICE ADDRESS:** [REDACTED] Massillon, Ohio 44646  
**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:**

Good morning,

The PUCO received a call from Mr. [REDACTED] regarding Indra. The customer is concerned with the rate he was charged after the cancellation of his supply with Indra.

When did the customer cancel with Indra?  
When was this account enrolled, and how?

Please provide copies of:

- \*The sales call to this customer
- \*The TPV completed at the time of enrollment or the IP address used by the customer to submit the enrollment request
- \*Welcome Letter with the Terms and Conditions for service mailed or e-mailed to the customer
- \*Any signed enrollment agreements
- \*Renewal letters

Please provide any additional information that may assist in investigation.  
Sincerely,

**Maureen Harbolt**  
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\_500t0FNcUb:ref

## Sariah Brinker

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**From:** William Schaaf  
**Sent:** Monday, March 18, 2019 5:39 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257862 [ ref:\_00Dt0GzXt\_500t0FNcUb:ref ]  
**Attachments:** [REDACTED]TPV.mp3; [REDACTED]-Agreement.pdf; [REDACTED]Confirmation Pack.pdf

Hello Maureen and the PUCO,

Regarding Case # 00257862, [REDACTED]

Mr. [REDACTED] enrolled his gas account in Indra's variable rate plan on 10/18/18, as the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. Indra began servicing the customer's account on 10/30/18.

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

On 3/8/19, we received an inbound drop transaction, which was processed without penalty. The customer's gas account stopped receiving our supply on 3/5/19.

On 3/11/19, the customer's mother, [REDACTED] contacted our Customer Service line regarding this account. Ms. [REDACTED] requested an adjustment to their bill, and was advised that the account would be escalated for further review. Upon review, in the interest of customer satisfaction and to provide the customer with the effect of an expedited return to the gas utility's standard offer, we are willing to rerate the customer's final gas bill to the rate we have on file for their gas utility, which results in an adjustment of \$180.27 for the billing cycle of 2/1/19 – 3/5/19. We've included a chart below detailing our calculations for this adjustment, which will be sent to the customer's utility in order to be applied to the account. We spoke with Ms. Snyder on 3/18/19, and she confirmed her acceptance of this offer.

Begin Date	End Date	Billed Usage (ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/1/2019	3/5/2019	118	\$218.22	\$0.3020	\$35.64	\$2.32	\$37.95	\$180.27

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 <contactthepuco@puc.state.oh.us>

**Sent:** Tuesday, March 12, 2019 7:57 AM

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

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257862 [ ref:\_00Dt0GzXt.\_500t0FNcUb:ref ]



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

**CASE ID:** 00257862

**CUSTOMER:** [REDACTED]

**SERVICE ADDRESS:** [REDACTED] Massillon, Ohio 44646

**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:**

Good morning,

The PUCO received a call from Mr. [REDACTED] regarding Indra. The customer is concerned with the rate he was charged after the cancellation of his supply with Indra.

When did the customer cancel with Indra?  
When was this account enrolled, and how?

Please provide copies of:

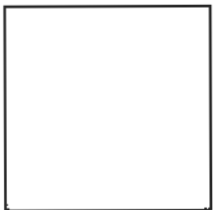
- \*The sales call to this customer
- \*The TPV completed at the time of enrollment or the IP address used by the customer to submit the enrollment request
- \*Welcome Letter with the Terms and Conditions for service mailed or e-mailed to the customer
- \*Any signed enrollment agreements
- \*Renewal letters

Please provide any additional information that may assist in investigation.  
Sincerely,

**Maureen Harbolt**

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.\_500t0FNcUb:ref



V# 42289479

DOOR-TO-DOOR ENROLLMENT FORM (OHIO)

VE18-10.01

Customer Name: [REDACTED] Holder: SELF  
E-mail Address: [REDACTED]  
Provide your e-mail address to authorize Indra to send notices and promotional offers. Indra does not sell, provide, or share your e-mail information with third parties.  
Service Address: [REDACTED] City: MASSILLON State: OH Zip Code: 44640  
Billing Address (if different): [REDACTED] City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]  
Phone Number: [REDACTED] ☐ Mobile ☐ Home

ACCOUNT INFORMATION

Third Party Verification # (TPV): 813-616-5439  
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  
insert Utility Name [REDACTED]  
**Standard Fixed Electric Rate**  
Fixed Rate of \$ \_\_\_\_\_ per kWh for \_\_\_\_\_ months  
insert Utility Name [REDACTED]  
**Introductory Electric Variable Rate**  
OHIO Edison 5.14 Per kWh  
insert Utility Name [REDACTED] insert Introductory Price [REDACTED] Units [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  
insert Utility Name [REDACTED]  
**Introductory Gas Variable Rate**  
DEO \$2.60 Per Ccf (Mcf)  
insert Utility Name [REDACTED] insert Introductory Price [REDACTED] Units [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 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: BRIAN ALLEN (UNC140) By: [REDACTED]  
REPRESENTATIVE'S NAME (PRINT) ID NUMBER CUSTOMER'S SIGNATURE  
By: [REDACTED] Date: 10/18/18  
REPRESENTATIVE'S SIGNATURE MONTH / DAY / YEAR

OH-E 40003510





**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

**10/22/2018**



Massillon, OH 44646

**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

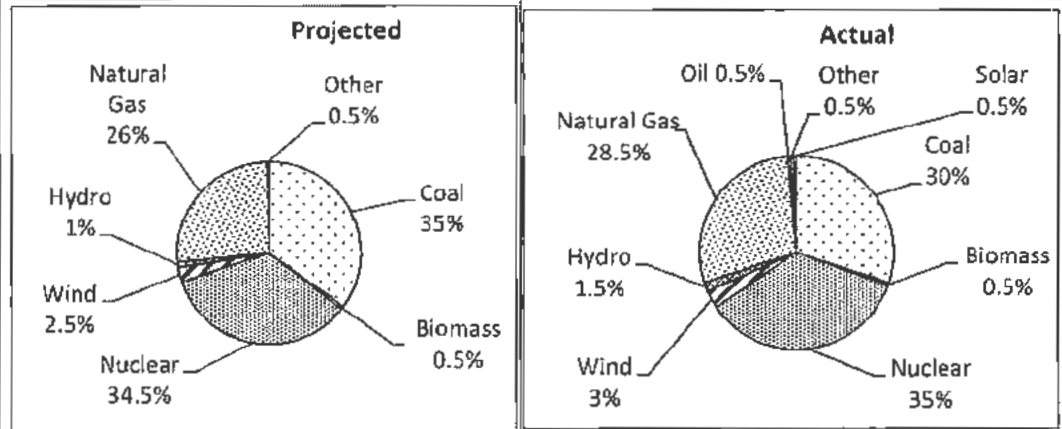
## Environmental Disclosure Information – Quarterly Comparisons

### 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.



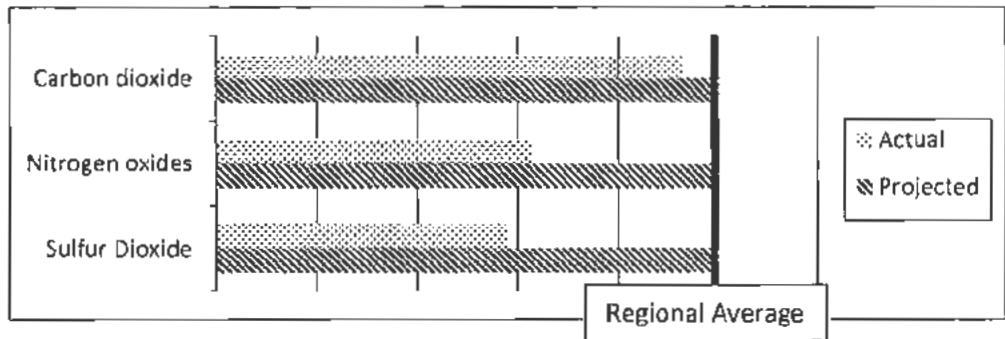
### Environmental Characteristics–

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.

**Sariah Brinker**

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**From:** Darita Patterson <contactthepuco@puc.state.oh.us>  
**Sent:** Monday, March 11, 2019 2:41 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257960 [ ref\_00Dt0GzXt\_500t0FNf70:ref ]



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

**CASE ID:** 00257960  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] East Palestine, Ohio 44413  
**SERVICE ADDRESS:** [REDACTED] East Palestine, Ohio 44413  
**AIQ:** Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

Customer is upset about the rate skyrocketing and feels he was misled.

- Please provide the sales call and enrollment TPV.
- Please state the rate the customer was billed by Indra each month since enrolling.
- Please provide the drop date.
- Please place customer on your DNC and DNK list.
- Please respond with resolution including any credit to adjust the high rate.

Sincerely,

**Darita Patterson**

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.\_500t0FNf70:ref



**Sariah Brinker**

---

**From:** Darita Patterson <contactthepuco@puc.state.oh.us>  
**Sent:** Saturday, March 23, 2019 9:57 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257960 [ ref:\_00Dt0GzXt,\_500t0FNf70:ref ]



**Public Utilities  
Commission**

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

**CASE ID:** 00257960  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**MAILING ADDRESS:** [REDACTED] Lisbon OH 44432.  
**SERVICE ADDRESS:** [REDACTED] East Palestine, Ohio 44413  
**AIQ:** Palmco Power OFFER  
**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 be sure to send Mr. [REDACTED] refund to his mailing address of [REDACTED]  
[REDACTED] Lisbon OH 44432.

Sincerely,

**Darita Patterson**  
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:** Monday, March 25, 2019 8:42 AM  
**To:** Darita Patterson  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257960 [ ref:\_00Dt0GzXt.\_500t0FNf70:ref ]

Good morning,

As per your request, we will be sending Mr. [REDACTED] refund to his mailing address of [REDACTED] Lisbon OH 44432.

William Schaaf – Asst. Compliance Officer



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

**From:** Darita Patterson <contactthepuco@puc.state.oh.us>  
**Sent:** Saturday, March 23, 2019 9:57 AM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257960 [ ref:\_00Dt0GzXt.\_500t0FNf70:ref ]



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

**CASE ID:** 00257960

**COMPANY:**

**CUSTOMER:** [REDACTED]

**MAILING ADDRESS:** [REDACTED], Lisbon OH 44432.

**SERVICE ADDRESS:** [REDACTED], East Palestine, Ohio 44413

**AIQ:** Palmco Power 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 be sure to send Mr. [REDACTED] refund to his mailing address of [REDACTED]  
[REDACTED] Lisbon OH 44432.

Sincerely,

**Darita Patterson**

Public Utilities Commission of Ohio

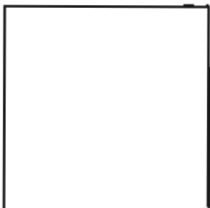
Service Monitoring and Enforcement Department

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:** Monday, March 18, 2019 9:41 AM  
**To:** Darita Patterson  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257960 [ ref:\_00Dt0GzXt,\_500t0FNf70:ref ]  
**Attachments:** [REDACTED]TPV.MP3 [REDACTED]Agreement.pdf; [REDACTED]Confirmation Pack.pdf; Indra Postcard.pdf

Hello Darita and the PUCO,

Regarding Case # 00257960, [REDACTED]

Mr. [REDACTED] enrolled his electric account in Palmco's variable rate plan on 9/27/18, as the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. 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 account began receiving our supply on 10/24/18.

**Electric Plan:** Variable. This included a two-month introductory rate of \$0.0510 per kWh, after which rate would vary month-to-month.

We've included a rate chart below for each month the customer received our supply.

Begin Read Date	End Read Date	Rate Charged
1/24/2019	2/21/2019	0.20508
12/19/2018	1/23/2019	0.22937
11/21/2018	12/18/2018	0.05100
10/24/2018	11/20/2018	0.05100

On 1/31/19, Mr. [REDACTED] contacted our Customer Service line to cancel his service with Indra. An outbound drop was processed, and the customer's account stopped receiving our supply on 2/21/19. No termination fees were issued for cancellation.

Upon receiving this complaint, the customer was added to our DNC and DNK list.

In the interest of customer satisfaction, we are willing to rerate the customer's variable bills to the rate we have on file for his electric utility, which results in an a total adjustment of \$964.11 for the billing period of 12/19/18 – 2/21/19. We've included a chart below detailing our calculations for this adjustment. This will provide the customer with the effect of having received our introductory rate for his first two billing cycles, and then have returned to the utility's standard service.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/24/2019	2/21/2019	3349	\$686.82	\$0.05440	\$182.19	\$504.63
12/19/2018	1/23/2019	2626	\$602.33	\$0.05440	\$142.85	\$459.48

\$964.11

Let us know if we can 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:** Darita Patterson [mailto:contactthepuco@puc.state.oh.us]

**Sent:** Monday, March 11, 2019 2:41 PM

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

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257960 [ ref: \_00Dt0GzXt.\_500t0FNf70:ref ]



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

**CASE ID:** 00257960

**COMPANY:**

**CUSTOMER:**

**ADDRESS:** [REDACTED] East Palestine, Ohio 44413

**SERVICE ADDRESS:** [REDACTED] East Palestine, Ohio 44413

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

**DESCRIPTION OF ISSUE:**

Customer is upset about the rate skyrocketing and feels he was misled.

-Please provide the sales call and enrollment TPV.

- Please state the rate the customer was billed by Indra each month since enrolling.
- Please provide the drop date.
- Please place customer on your DNC and DNK list.
- Please respond with resolution including any credit to adjust the high rate.

Sincerely,

**Darita Patterson**

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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PALMco Energy OH, LLC /  
PALMco Power OH, LLC

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

NATURAL GAS & ELECTRIC POWER SUPPLY RESIDENTIAL AGREEMENT (OHIO)		VE18-05.01
<b>CUSTOMER INFORMATION</b>		
Customer Name: [REDACTED]	Relationship to Account Holder: <u>self</u>	
E-mail Address: [REDACTED] <small>Provide your e-mail address to authorize PALMco to send notices and communications. PALMco does not sell, provide, or share your e-mail information with third parties.</small>		
Service Address: [REDACTED]	City: <u>East Palestine</u>	State: <u>OH</u> Zip Code: <u>44413</u>
Billing Address (if Different): [REDACTED]	City: [REDACTED]	State: [REDACTED] Zip Code: [REDACTED]
Phone Number: [REDACTED]	<input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Home	
<b>ACCOUNT INFORMATION</b>		
Third Party Verification # (TPV):	<u>4225 7348</u>	
Account Holder's Name on Electricity Account:	[REDACTED]	
Electricity Utility Account Number:	[REDACTED]	
Budget Billing: <input type="checkbox"/> Yes <input type="checkbox"/> No	Product Code: [REDACTED]	
Please Choose ONE Of The Electric Price Offerings Below:		
<b>Two phase Fixed Electric Rate:</b>		
Insert Utility Name	Initial Rate of \$ _____ per kWh for the first month followed by a Fixed Rate of \$ _____ per kWh for the remaining _____ months	
<b>Standard Fixed Electric Rate:</b>		
Insert Utility Name	Fixed Rate of \$ _____ per kWh for _____ months	
<b>Introductory Electric Variable Rate:</b>		
Insert Utility Name <u>OHIO EDISON</u>	Insert Introductory Price <u>5.1¢</u>	Per kWh <u>Units</u>
<small>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.</small>		
Account Holder's Name on Natural Gas Account:		
Natural Gas Utility Account Number:	[REDACTED]	
Budget Billing: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Please Choose ONE Of The Gas Price Offerings Below:		
<b>Two Phase Fixed Gas Rate:</b>		
Insert Utility Name	Initial Rate of \$ _____ per Ccf/Mcf for the first month followed by a Fixed Rate of \$ _____ per Ccf/Mcf for the remaining _____ months	
<b>Introductory Gas Variable Rate:</b>		
Insert Utility Name	Insert Introductory Price	Per Ccf / Mcf Units
<small>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.</small>		
Enrollment Promotion <input checked="" type="checkbox"/> Let us treat you to Dinner!		
<b>ACKNOWLEDGEMENT FORM FOR NATURAL GAS AND ELECTRICITY RESIDENTIAL AND SMALL COMMERCIAL</b>		
Please Read Carefully and Initial in the Appropriate Spaces		
1. The representative stated that he/she was representing PALMco and was not from the Electric and/or Natural Gas Distribution Company.		Initials [REDACTED]
2. The representative explained that by signing the enrollment form I was entering into an agreement/contract for PALMco to supply my electricity and/or natural gas.		
3. The representative explained to me the price for electricity and/or natural gas under this contract.		
4. 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 PALMco or I decide to cancel the contract. I can access my future variable pricing information at: <a href="https://palmcoenergy.com/ohio/ohio-variable-rates">https://palmcoenergy.com/ohio/ohio-variable-rates</a> .		
5. 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.		
6. The representative explained my right to cancel.		
7. The representative left two completed right to cancel notices with me.		
8. The representative disclosed that no early termination liability fee would apply, if I cancel the contract.		
<b>CUSTOMER AUTHORIZATION</b>		
1. 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.		
2. I understand that my utility(ies) will send me a single bill covering my electric and/or natural gas delivery service, and PALMco's supply service.		
3. I understand that PALMco 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 RESCSSION: 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.		
FOR: PALMco Power OH, LLC (Buyer) PALMco Energy OH, LLC (Seller)	By: [REDACTED]	
By: <u>David Robinson</u> (20502)	By: [REDACTED]	
By: [REDACTED]	Date: <u>9/27/18</u>	
[REDACTED]		OH-E10165718



PALMcoEnergy  
8751 18th Avenue  
Brooklyn, NY 11214

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

10/1/2018



East Palestine, OH 44413

**Thank you for choosing PALMco as your energy supplier!**

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

**We are currently processing your enrollment**

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

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

Below is a summary of your service account with PALMco:

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

**Utility Account Number:** [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 PALMco's website at <https://palmcoenergy.com/ohio/ohio-variable-rates/>.

**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.

**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

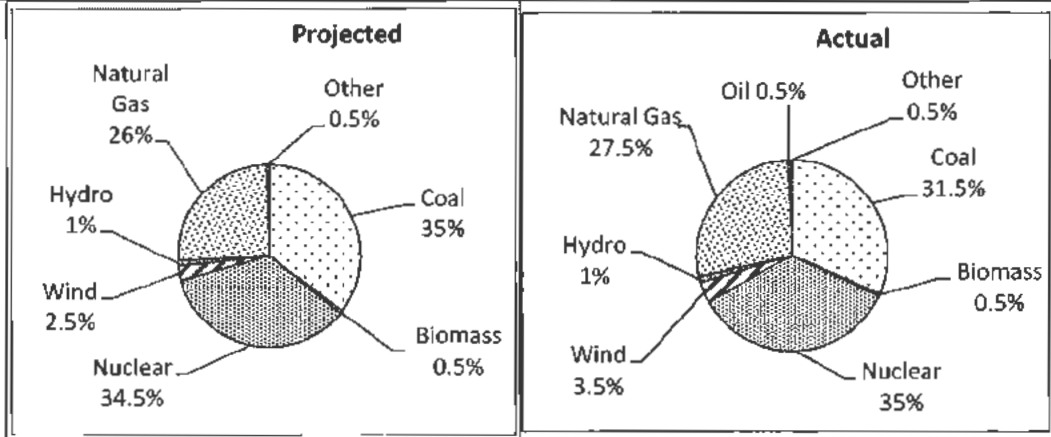
## Environmental Disclosure Information – Quarterly Comparisons

**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.



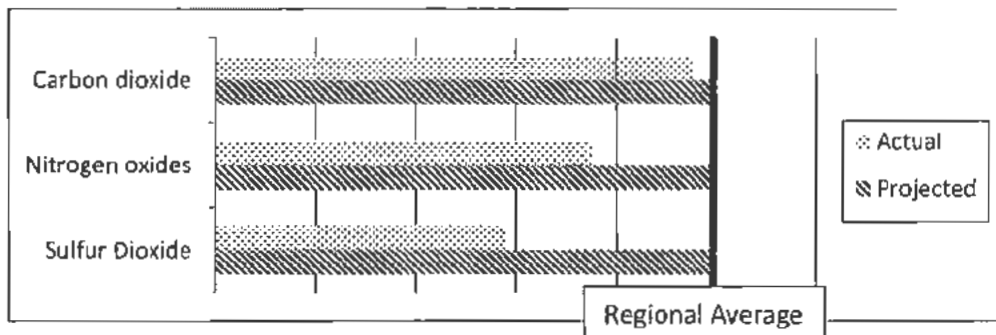
### Environmental Characteristics–

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!**



**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

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

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