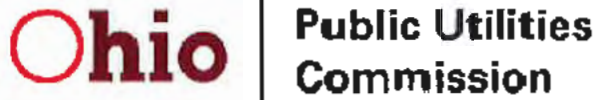


**Sariah Brinker**

---

**From:** Andrea Smith <contactthepuco@puc.state.oh.us>  
**Sent:** Wednesday, April 03, 2019 3:38 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262365 [ ref:\_00Dt0GzXt\_  
500t0GIck9:ref ]



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

**CASE ID:** 00262365  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Columbus, Ohio 43229  
**SERVICE ADDRESS:** [REDACTED] Columbus, Ohio 43229  
**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:** [REDACTED] states that cancelled with the company back in December, but they are still on her AEP bill. She states her bills have increased \$400.00 to \$500.00 per month being with this company. She would like to know they are still on her bill.

1. Do you have record of customer?
2. If so, when and how was customer signed up?
3. Please provide copy of signed contract, TPV and sales call.
4. Do you have record of customer calling to cancel in December?
5. If so, on what date?
6. Was the cancellation send to the utility company?
7. Any additional information you could provide would be greatly appreciated.

Sincerely,  
Andrea Smith

## Sariah Brinker

**From:** William Schaaf  
**Sent:** Thursday, April 11, 2019 4:22 PM  
**To:** Andrea Smith  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262365 [ ref:\_00Dt0GzXt\_500t0GIcK9:ref ]  
**Attachments:** [REDACTED]TPV.mp3; [REDACTED]Sales Call.mp3; [REDACTED]-Confirmation Pack.pdf

Hello Andrea and the PUCO,

Regarding Case # 00262365, [REDACTED]

This customer's electric account was enrolled in Indra's variable rate plan on 10/4/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. Indra began servicing the customer's account on 11/5/18.

**Electric Plan:** 100%-Green Variable. This included a two-month introductory rate of \$0.0520 per kWh, after which rate would vary month-to-month. No ETFs.

[REDACTED] first contacted our Customer Service line on 2/13/19 and requested to cancel her account with Indra. The account was dropped without penalty and stopped receiving Indra's supply on 3/8/19. We have no record of the customer requesting to cancel her account prior to this call.

[REDACTED] contacted our Customer Service line again on 4/2/19. The customer requested an adjustment to her account, and was advised that her account would be escalated for further review. Upon review, in the interest of resolving the customer's concerns, we determined that we would rerate the customer's last two bills to the rate we have on file for her utility, resulting in a total adjustment of \$817.05 for the billing period of 1/9/19 – 3/8/19, which was sent to the customer's utility to be applied to the account. We've included a chart below detailing our calculations for this adjustment. This provides the customer with the financial effect of having received Indra's introductory rate for her first two bills, 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
2/7/2019	3/8/2019	2605	\$479.83	\$0.0553	\$144.06	\$335.77
1/9/2019	2/7/2019	2642	\$627.38	\$0.0553	\$146.10	\$481.28
						\$817.05

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:** Andrea Smith <contactthepuco@puc.state.oh.us>  
**Sent:** Wednesday, April 3, 2019 3:38 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262365 [ ref:\_00Dt0GzXt.\_500t0GlcK9:ref ]



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

**CASE ID:** 00262365  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Columbus, Ohio 43229  
**SERVICE ADDRESS:** [REDACTED] Columbus, Ohio 43229  
**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)\*\*\*

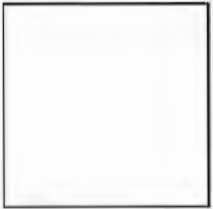
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2. If so, when and how was customer signed up?
3. Please provide copy of signed contract, TPV and sales call.
4. Do you have record of customer calling to cancel in December?
5. If so, on what date?
6. Was the cancellation send to the utility company?
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.\_500t0GlcK9:ref





**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

**10/8/2018**

[REDACTED]  
Columbus, OH 43229

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

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

**We are currently processing your enrollment**

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

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

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

**Utility Account Number** [REDACTED]

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

**Cancellation Fees:** None.

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

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

**Your feedback is important to us!**

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

**Questions?**

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

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

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

V.OHE 18-10.01





## **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

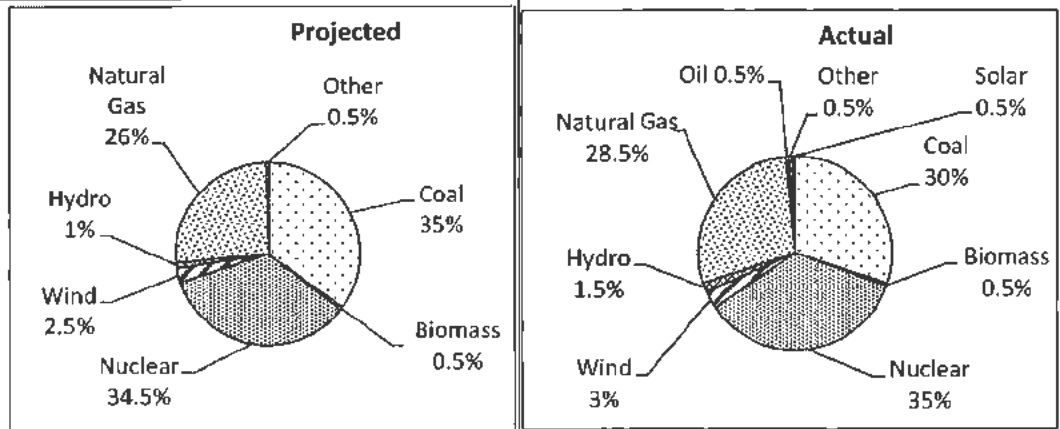
## Environmental Disclosure Information – Quarterly Comparisons

### 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.



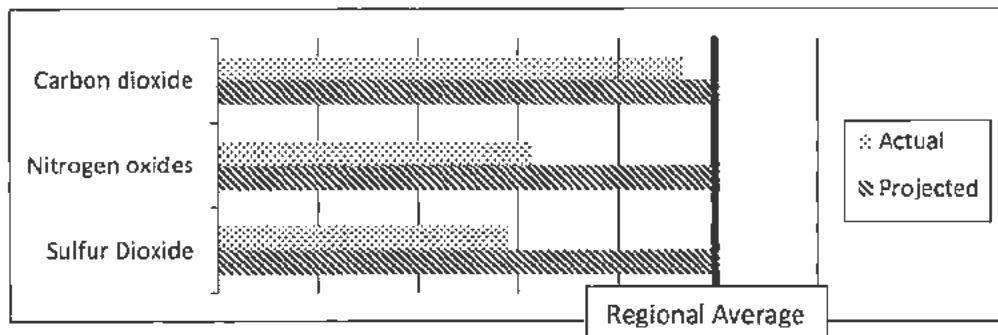
#### Environmental Characteristics–

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.

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Thursday, April 04, 2019 9:58 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262459 [ ref:\_00Dt0GzXt\_  
500t0GIhfj:ref ]



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

**CASE ID:** 00262459

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Greenville, Ohio 45331

**SERVICE ADDRESS:** [REDACTED] Greenville, Ohio 45331

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:**

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v) or O.A.C. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

This customer has contacted the PUCO regarding their enrollment with your company.

Please review the account and advise:

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

5. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

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

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

Sincerely,

**Leah Lehman**

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

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



## Sariah Brinker

---

**From:** William Schaaf  
**Sent:** Friday, April 12, 2019 4:53 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262459 [ ref:\_00Dt0GzXt\_500t0GIhfi:ref ]  
**Attachments:** [REDACTED]TPV.mp3; [REDACTED]Sales Call.mp3; [REDACTED]-Confirmation Pack.pdf; Indra Postcard.pdf

Hello Leah and the PUCO,

Regarding Case # 00262459, [REDACTED]

[REDACTED] enrolled his electric account in Palmco's variable rate plan on 9/14/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation 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 10/26/18.

**Electric Plan:** Variable. This included a two-month introductory rate of 5.3 cents per kWh, after which rate would vary month-to-month. No ETFs.

[REDACTED] contacted our Customer Service line on 3/15/19. The customer declined an offer to switch his existing variable rate plan to a fixed rate product, and instead requested to cancel his account with Indra. The customer's account was dropped without penalty, and his utility (DPL) determined a service end date of 4/25/19.

We've included a chart below showing the customer's billed rate history.

Begin Read Date	End Read Date	Billed Rate
2/26/2019	3/27/2019	\$0.1738
1/25/2019	2/26/2019	\$0.1954
12/21/2018	1/25/2019	\$0.2277
11/27/2018	12/21/2018	\$0.0530
10/26/2018	11/27/2018	\$0.0530

Please let us know if you need anything further, or if there's any further action you'd like us to take with this account.

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:** Wednesday, April 10, 2019 9:17 AM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262459 [ ref:\_00Dt0GzXt,\_500t0G1hfj:ref ]



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

**Please Respond Within 3 Days**

**CASE ID:** 00262459

**COMPANY:**

**CUSTOMER:**

**ADDRESS:** Greenville, Ohio 45331

**SERVICE ADDRESS:** Greenville, Ohio 45331

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:**

**NIQ:**

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

**DESCRIPTION OF ISSUE:**

An initial complaint was sent to you on April 4. Please review the customer's concerns and respond within three business days.

Sincerely,

**Leah Lehman**  
Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department

Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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

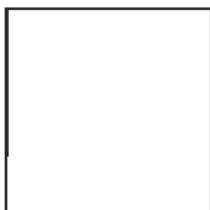
----- Original Message -----

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

**Sent:** 4/4/2019 9:58 AM

**To:** compliance@indraenergy.com

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262459 [ ref:\_00Dt0GzXt.\_500t0GIhfj:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Natural Gas or Electric Supply**

**Please Respond Within 3 Business Days**

**CASE ID:** 00262459

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Greenville, Ohio 45331

**SERVICE ADDRESS:** [REDACTED] Greenville, Ohio 45331

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:**

\*\*\*Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v) or O.A.C. 4901:1-21-06(D)(1)(h)(v)\*\*\*

**DESCRIPTION OF ISSUE:**

This customer has contacted the PUCO regarding their enrollment with your company.

Please review the account and advise:

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

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

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

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

Sincerely,

**Leah Lehman**

Public Utilities Commission of Ohio

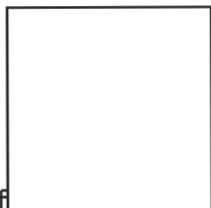
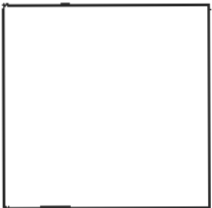
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

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

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ref:\_00Dt0GzXt.\_500t0GIhfj:ref



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

9/17/2018



Greenville, OH 45331

**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:** Introductory Rate of \$0.05300/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

P.S. Learn how to refer friends for discounts! Visit [palmcoenergy.com/rewards](http://palmcoenergy.com/rewards)





## **OHIO TERMS AND CONDITIONS**

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

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

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

**LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to PALMco s. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If PALMco decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address(es). You may terminate this Agreement at any time by (a) calling PALMco at (877) 726-5862; (b) sending a letter to PALMco at 8751 18th Avenue, Brooklyn, NY 11214; or (c) emailing PALMco at

CustomerService@PalmcoEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with PALMco is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by PALMco prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from PALMco will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by PALMco; or (c) PALMco returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas supply service with PALMco Energy without penalty if you relocate your Service Address(es) (a) outside of the service territory of your

gas utility or (b) within the service territory of your gas utility if your gas utility does not permit you to transfer your PALMco Energy contract to your new Service Address(es). You also may cancel this Agreement with PALMco Power without penalty if you relocate your Service Address(es) to an area that PALMco Power does not serve or to an area where PALMco Power charges a different price for electric supply service. In the case of a Service Address relocation, the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) covered by this Agreement. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing PALMco, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

### **PRICING.**

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

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

**Natural Gas Variable Price (when applicable):** You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by PALMco in its sole discretion, based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that PALMco performs for you, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

**Electric Variable Price (when applicable):** You will pay a Variable Price for electric supply service that may vary from month to month as determined by PALMco in its sole discretion based on a zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that PALMco performs for you, line loss, compliance

costs, certain transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins. **Natural Gas and/or Electric Supply Price Disclosures:** There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. PALMco does not guarantee savings in any month or for the entire length of this Agreement. PALMco's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting PALMco's website at <https://palmcoenergy.com/ohio/ohio-variable-rates/> or by calling (877) 726-5862.

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

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

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

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

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.**

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

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

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

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.**

Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Avenue, Brooklyn, NY 11214, or by e-mail at [CustomerService@PalmcoEnergy.com](mailto:CustomerService@PalmcoEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

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

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

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

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

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

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

ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

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

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

V.E.17-12.19

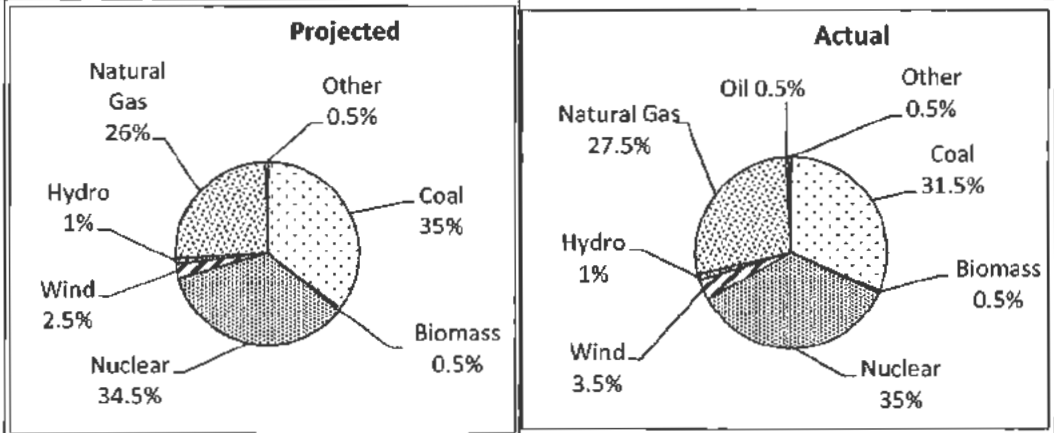
## Environmental Disclosure Information – Quarterly Comparisons

### PALMco Power OH, LLC

#### Projected Data for the 2018 Calendar Year

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

**Generation Resource Mix -**  
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



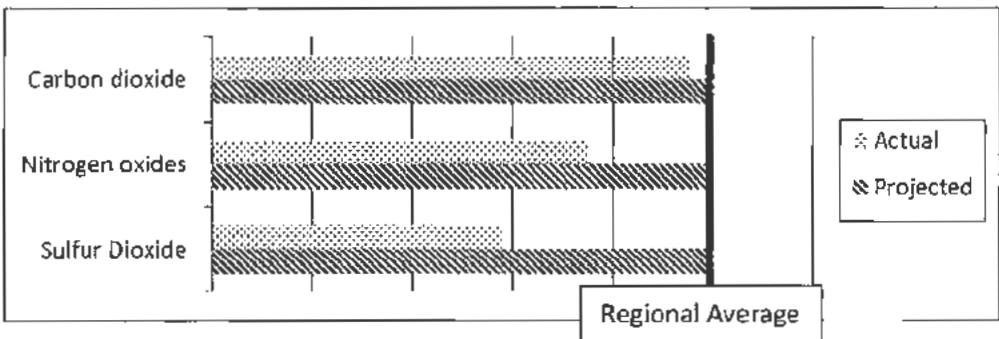
#### Environmental Characteristics–

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

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

#### Air Emissions –

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



#### Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft <sup>3</sup> /1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact PALMco Power OH, LLC at [www.palmcoenergy.com](http://www.palmcoenergy.com) or by phone at (877) 726-5862.

SOMETHING NEW  
IS COMING!



Dear Valued Customer,

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

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

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

Thank you,

PALMco Energy



PALMco Energy 8751 18th Avenue Brooklyn, NY 11214 | 1.877.726.5862 | [PalmcoEnergy.com](http://PalmcoEnergy.com)



## Sariah Brinker

---

**From:** William Schaaf  
**Sent:** Monday, April 15, 2019 3:30 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262459 [ ref:\_00Dt0GzXt\_500t0GIhfj:ref ]

Noted, thank you. We've calculated the rerate using the rates you provided, which results in a total adjustment of \$2,387.47 for the billing period of 10/26/18 – 3/27/19.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/26/2019	3/27/2019	3458	\$601.15	\$0.0460	\$159.07	<b>\$442.08</b>
1/25/2019	2/26/2019	5646	\$1,103.02	\$0.0440	\$248.42	<b>\$854.60</b>
12/21/2018	1/25/2019	5677	\$1,292.54	\$0.0440	\$249.79	<b>\$1,042.75</b>
11/27/2018	12/21/2018	3539	\$187.57	\$0.0450	\$159.26	<b>\$28.32</b>
10/26/2018	11/27/2018	3288	\$174.26	\$0.0470	\$154.54	<b>\$19.72</b>
						<b>\$2,387.47</b>

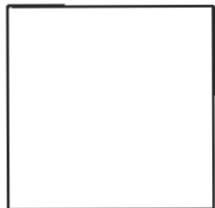
William Schaaf – Asst. Compliance Officer



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:** Monday, April 15, 2019 12:55 PM  
**To:** William Schaaf <wschaaf@indraenergy.com>  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262459 [ ref:\_00Dt0GzXt\_500t0GIhfj:ref ]

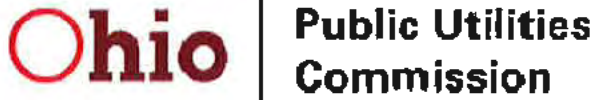




**Sariah Brinker**

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**From:** Andrea Smith <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, April 02, 2019 5:33 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262212 [ ref:\_00Dt0GzXt\_500t0GIXq2:ref ]



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

**CASE ID:** 00262212

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED]

[REDACTED] Cleveland, Ohio 44105

**SERVICE ADDRESS:** [REDACTED]

[REDACTED] Cleveland, Ohio 44105

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIC:** [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:** [REDACTED] states that she received a phone call from the company. They discussed her rates and advised her they could save her money. She agreed to sign up. She received her first bill and it was \$355.48 and her bill is normally between \$60.00 & \$70.00. [REDACTED] has tried several time over the last four days to reach a person at the company and has not been successful. She feels she was scammed and wants the contract canceled.

1. Do you have record of customer?
2. If so, when and how was the customer signed up?
3. Please provide a copy of signed contract, TPV and sales call.
4. Please cancel the customers account.
5. Will the customer be re-rated?

6. If so, please provide a break down of charges including the rate billed and re rate.
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.\_500t0GIXq2:ref

## Sariah Brinker

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**From:** William Schaaf  
**Sent:** Thursday, April 11, 2019 12:51 PM  
**To:** Andrea Smith  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262212 [ ref\_00Dt0GzXt\_500t0GIXq2:ref ]  
**Attachments:** [REDACTED]TPV.mp3; [REDACTED]-Sales Call.mp3; [REDACTED]-Confirmation Pack.pdf

Hello Andrea and the PUCO,

Regarding Case # 00262212, [REDACTED]

[REDACTED] enrolled her gas account in Indra's variable rate plan on 10/25/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. Indra began servicing the customer's account on 11/28/18.

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

We received an inbound pending drop transaction for the customer's account on 4/2/19, and the customer's gas utility (DEO) established an estimated service end date of 4/13/19.

We have no record of this customer contacting our Customer Service line during the time she received our supply. We apologize if the customer experienced any difficulties reaching our Customer Service line. Increased call volume in recent weeks has led to increased hold times for customers calling in to Indra's toll-free line. Indra has been aggressively working on ensuring adequate staff are available for both inbound and outbound calls to continue to reduce customer hold times and ensure customer needs are met in a timely manner. Indra's Customer Service department is available by email at [customercare@indraenergy.com](mailto:customercare@indraenergy.com), and by phone at 1-877-504-6372.

In the interest of resolving the customer's concerns, we are willing to rerate the customer's previous two bills to the rates we have on file for her gas utility, and will also adjust the customer's final bill once it is rendered. This will provide the customer with the financial effect of having received Indra's introductory rate for her first two bills, and then have returned to the utility's standard service. We've included a chart below detailing our rerate calculations for the customer's previous two bills, which amounts to a total adjustment of \$260.27 for the billing period of 1/30/19 – 3/29/19. This will be sent to the customer's gas utility to be applied to the account.

Begin Date	End Date	Billed Usage (ccf)	Billed Rate	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/28/2019	3/29/2019	42	\$1.3857	\$62.86	\$0.2925	\$12.29	\$0.98	\$13.27	\$49.59
1/30/2019	2/28/2019	136	\$1.7364	\$255.04	\$0.3020	\$41.07	\$3.29	\$44.36	\$210.68
									\$260.27

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

William Schaaf – Asst. Compliance Officer



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

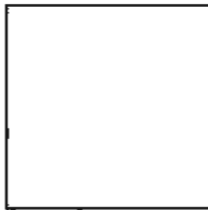
1515 Market Street, Suite 1200  
Philadelphia, PA 19102  
P: 888.504.6372  
F: 718.851.2427

**From:** Andrea Smith <contactthepuco@puc.state.oh.us>

**Sent:** Tuesday, April 9, 2019 12:44 PM

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

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262212 [ ref:\_00Dt0GzXt.\_S00t0GIXq2:ref ]



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

**CASE ID:** 00262212

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED]

[REDACTED] Cleveland, Ohio 44105

**SERVICE ADDRESS:** [REDACTED]

[REDACTED] Cleveland, Ohio 44105

**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:** An initial complaint was sent to you on 4/2/19. Please review the customer's concerns and respond within three business days.

[REDACTED] states that she received a phone call from the company. They discussed her rates and advised her they could save her money. She agreed to sign up. She received her first bill and it was \$355.48 and her bill is normally between \$60.00 & \$70.00. [REDACTED]

**[REDACTED]** has tried several time over the last four days to reach a person at the company and has not been successful. She feels she was scammed and wants the contract canceled.

- 1. Do you have record of customer?**
- 2. If so, when and how was the customer signed up?**
- 3. Please provide a copy of signed contract, TPV and sales call.**
- 4. Please cancel the customers account.**
- 5. Will the customer be re-rated?**
- 6. If so, please provide a break down of charges including the rate billed and re rate.**
- 7. Any additional information you could provide would be greatly appreciated.**

Sincerely,

**Andrea Smith**

Public Utilities Commission of Ohio

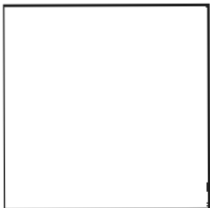
Service Monitoring and Enforcement Department

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.\_500t0GIXq2:ref



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

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

**10/29/2018**

[REDACTED]  
Cleveland, OH 44105

**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

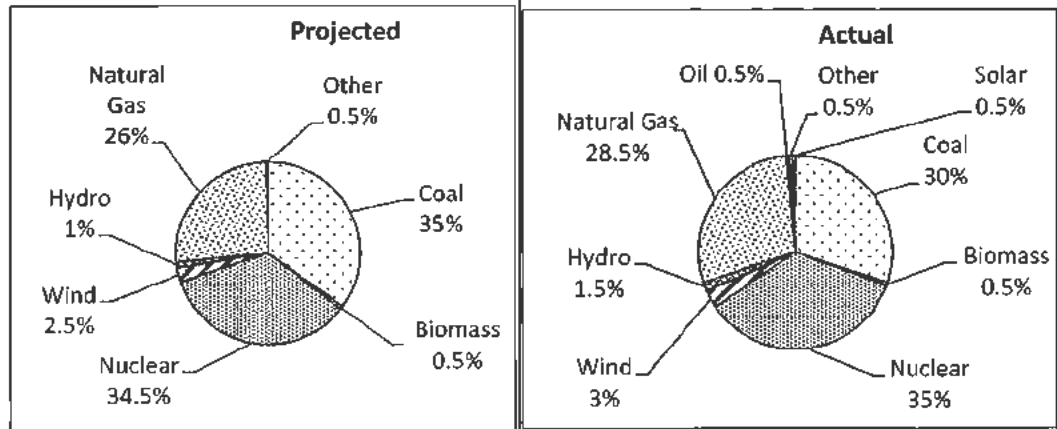
## Environmental Disclosure Information – Quarterly Comparisons

### 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.



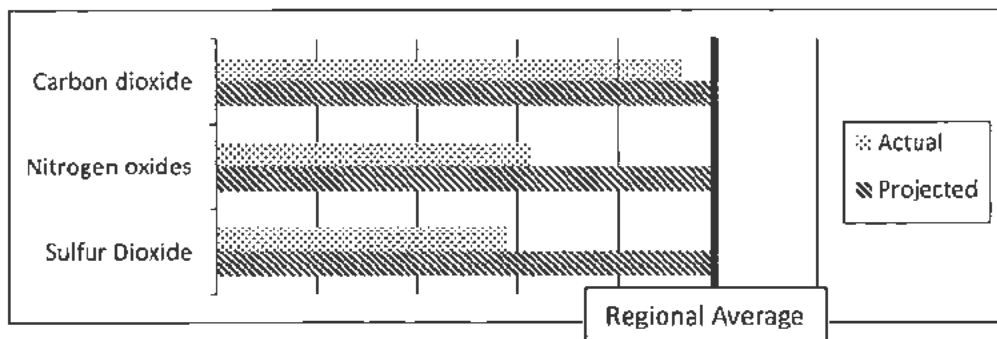
#### Environmental Characteristics–

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.

**From:** Lee Garry <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, March 15, 2019 5:22 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258986 [ ref\_00Dt0GzXt\_500t0FnGwK:ref ]



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

**CASE ID:** 00258986  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Garrettsville, Ohio 44231  
**SERVICE ADDRESS:** [REDACTED] Garrettsville, Ohio 44231  
**AIQ:** Palmco Power OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIQ:** [REDACTED]

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

**DESCRIPTION OF ISSUE:**

This customer dispute the enrollment with Indra. They state they were told the rate would be lower than the EDU. When it was not, they called November 18 to cancel but that cancellation did not get submitted and they have continued to be charged at a higher rate.

\*\*\*\*\*

Please provide all details of enrollment including sales call, TPV and T&Cs. Did the customer cancel in November? Was that cancellation completed? Has the customer been refunded for any charges? If so, please provide explanation of any adjustments or refunds.

Sincerely,

**Lee Garry**

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

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

ref:\_00Dt0GzXt,\_500t0FnGwK:ref

## Sariah Brinker

**From:** Orpheus Craigue  
**Sent:** Thursday, March 21, 2019 7:33 PM  
**To:** Lee Garry  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258986 [ ref:\_00Dt0GzXt\_500t0FnGwK:ref ]  
**Attachments:** [REDACTED].TPV.mp3; [REDACTED]-Sales Call.wav; [REDACTED]-Confirmation Pack.pdf; Indra Postcard.pdf  
**Categories:** PUCO Complaint

Hello Lee and the PUCO,

Regarding Case # 00258986, [REDACTED]

This customer's electric account was enrolled Palmco's service on 9/13/18, as the result of a telephone sale. The enrollment was authorized by [REDACTED]. We've attached the sales call audio and TPV recording 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 10/10/18.

**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.

We do have a record of the customer contacting our Customer Service line to cancel her account on 11/15/18. However, it appears that the account was not cancelled at this time due to human error. We later received an inbound drop for the customer's account on 3/15/19, and the customer's account is now scheduled to stop receiving our supply on 4/8/19.

We apologize for any inconvenience the customer may have experienced due to the delayed cancellation of her account. Due to this error, we are going to rerate the life of the customer's account with Palmco/Indra to the rate we have on file for her electric utility (5.44 cents). This results in an adjustment of \$100.24 for the billing period of 10/10/18 – 3/11/19, which will be sent to the customer's utility in order to be applied to the account. We've included a chart below detailing our calculations for this adjustment. The customer's upcoming final bill is also set to be billed at the rate we have on file for the utility.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/10/2019	3/11/2019	1294	\$106.11	\$0.0544	\$70.39	\$35.72
1/10/2019	2/9/2019	1462	\$119.88	\$0.0544	\$79.53	\$40.35
12/7/2018	1/9/2019	784	\$64.29	\$0.0544	\$42.65	\$21.64
11/8/2018	12/6/2018	92	\$7.54	\$0.0544	\$5.00	\$2.54
10/10/2018	11/7/2018	0	\$0.00	[REDACTED]	\$0.00	\$0.00
						\$100.24

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



Orpheus Craigue – Compliance Officer



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

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

**From:** Lee Garry <contactthepuco@puc.state.oh.us>

**Sent:** Friday, March 15, 2019 17:22

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

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258986 [ ref:\_00Dt0GzXt.\_500t0FnGwK:ref ]



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

**CASE ID:** 00258986

**COMPANY:**

**CUSTOMER:**

**ADDRESS:** [REDACTED] Garrettsville, Ohio 44231

**SERVICE ADDRESS:** [REDACTED] Garrettsville, Ohio  
44231

**AIQ:** Palmco Power OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:** [REDACTED]

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

**DESCRIPTION OF ISSUE:**

This customer dispute the enrollment with Indra. They state they were told the rate would be lower than the EDU. When it was not, they called November 18 to cancel but that cancellation did not get submitted and they have continued to be charged at a higher rate.

\*\*\*\*\*

Please provide all details of enrollment including sales call, TPV and T&Cs. Did the customer cancel in November? Was that cancellation

completed? Has the customer been refunded for any charges? If so, please provide explanation of any adjustments or refunds.

Sincerely,

**Lee Garry**

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

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

ref:\_00Dt0GzXt,\_500t0FnGwK:ref



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

9/17/2018



Garrettsville, OH 44231

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

**Your feedback is important to us!**

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

**Questions?**

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

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit [palmcoenergy.com/rewards](http://palmcoenergy.com/rewards)



## OHIO TERMS AND CONDITIONS

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

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

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

**LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to PALMco s. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If PALMco decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address(es). You may terminate this Agreement at any time by (a) calling PALMco at (877) 726-5862; (b) sending a letter to PALMco at 8751 18th Avenue, Brooklyn, NY 11214; or (c) emailing PALMco at

CustomerService@PalmcoEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with PALMco is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by PALMco prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from PALMco will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by PALMco; or (c) PALMco returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas supply service with PALMco Energy without penalty if you relocate your Service Address(es) (a) outside of the service territory of your

gas utility or (b) within the service territory of your gas utility if your gas utility does not permit you to transfer your PALMco Energy contract to your new Service Address(es). You also may cancel this Agreement with PALMco Power without penalty if you relocate your Service Address(es) to an area that PALMco Power does not serve or to an area where PALMco Power charges a different price for electric supply service. In the case of a Service Address relocation, the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) covered by this Agreement. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing PALMco, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

### **PRICING.**

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

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

**Natural Gas Variable Price (when applicable):** You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by PALMco in its sole discretion, based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that PALMco performs for you, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

**Electric Variable Price (when applicable):** You will pay a Variable Price for electric supply service that may vary from month to month as determined by PALMco in its sole discretion based on a zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that PALMco performs for you, line loss, compliance



costs, certain transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins. **Natural Gas and/or Electric Supply Price Disclosures:** There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. PALMco does not guarantee savings in any month or for the entire length of this Agreement. PALMco's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting PALMco's website at <https://palmcoenergy.com/ohio/ohio-variable-rates/> or by calling (877) 726-5862.

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

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

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

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

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.**

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

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

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

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR**

**SERVICE.** Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Avenue, Brooklyn, NY 11214, or by e-mail at [CustomerService@PalmcoEnergy.com](mailto:CustomerService@PalmcoEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

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

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

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

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

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

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

ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

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

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

V.E.17-12.19

Environmental Disclosure Information – Quarterly Comparisons																																				
PALMco Power OH, LLC																																				
Projected Data for the 2018 Calendar Year																																				
Actual Data for the Period 01/01/18 to 3/31/18																																				
<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.	<div><p><b>Projected</b></p><table><caption>Projected Generation Resource Mix</caption><thead><tr><th>Resource</th><th>Percentage</th></tr></thead><tbody><tr><td>Natural Gas</td><td>26%</td></tr><tr><td>Coal</td><td>35%</td></tr><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Nuclear</td><td>34.5%</td></tr><tr><td>Wind</td><td>2.5%</td></tr><tr><td>Hydro</td><td>1%</td></tr><tr><td>Other</td><td>0.5%</td></tr></tbody></table></div> <div><p><b>Actual</b></p><table><caption>Actual Generation Resource Mix</caption><thead><tr><th>Resource</th><th>Percentage</th></tr></thead><tbody><tr><td>Natural Gas</td><td>27.5%</td></tr><tr><td>Coal</td><td>31.5%</td></tr><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Nuclear</td><td>35%</td></tr><tr><td>Wind</td><td>3.5%</td></tr><tr><td>Hydro</td><td>1%</td></tr><tr><td>Oil</td><td>0.5%</td></tr><tr><td>Other</td><td>0.5%</td></tr></tbody></table></div>	Resource	Percentage	Natural Gas	26%	Coal	35%	Biomass	0.5%	Nuclear	34.5%	Wind	2.5%	Hydro	1%	Other	0.5%	Resource	Percentage	Natural Gas	27.5%	Coal	31.5%	Biomass	0.5%	Nuclear	35%	Wind	3.5%	Hydro	1%	Oil	0.5%	Other	0.5%	
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<b>Environmental Characteristics–</b> A description of the characteristics associated with each possible generation resource.	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>	Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts															
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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 <a href="http://www.palmcoenergy.com">www.palmcoenergy.com</a> 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

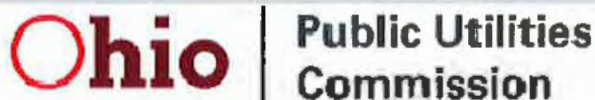


PALMco Energy 8751 18th Avenue Brooklyn, NY 11214 | 1.877.726.5862 | [PalmcoEnergy.com](http://PalmcoEnergy.com)

**Sariah Brinker**

---

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, April 02, 2019 5:41 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262084 [ ref:\_00Dt0GzXt\_  
500t0GIT1L:ref ]



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

**CASE ID:** 00262084

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Columbus, Ohio 43219

**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 Afternoon,

[REDACTED] contacted the PUCO regarding billing issues.  
He states that he signed up with the supplier and his rates have increased.  
He states that his bill went from \$50-80 to \$332.85.  
He has called the company but states that he is on hold for hours.

Please reply to the following questions:

1. When and how was the customer solicited or marketed?
2. When and how was the customer enrolled?
3. Was a TPV completed for the customer?
4. What was the rate the customer agreed to? Was it fixed or variable?  
If fixed, what was the term length?

5. Has the customer contacted the company concerning this issue? If so, when? What was the company's response?
6. Is an adjustment in process for the customer? If no, why not?
7. If an adjustment is in process will it be a refund or a credit to the bill?

Please provide copies of the following:

1. Copy of the sales script used to market this customer.
2. Copy of the sales call to the customer.
3. Copy of the Welcome Letter with the terms and conditions.
4. Copy of the TPV at the time of enrollment.
5. Copy of the IP and email address used to enroll if applicable.
6. Copy of the signed enrollment agreement.
7. Copy of the Renewal Letter.

Any additional information that the company can provide would be greatly appreciated.

Sincerely,

**Shanequa Jones**

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.\_500t0GIT1L:ref

## Sariah Brinker

**From:** William Schaaf  
**Sent:** Wednesday, April 10, 2019 4:57 PM  
**To:** Shanequa Jones  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262084 [ ref:\_00Dt0GzXt\_500t0GIT1L:ref ]  
**Attachments:** [REDACTED]TPV.mp3; [REDACTED]Sales Call.mp3; [REDACTED]Confirmation Packet-Gas.pdf; [REDACTED]Confirmation Pack-Electric.pdf; Indra Postcard.pdf

Hello Shanequa and the PUCO,

Regarding Case # 00262084, [REDACTED]

[REDACTED] enrolled his gas and electric accounts in Palmco's variable rate plans on 4/11/17, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 4/25/17 and 4/28/17, respectively.

**Gas Plan:** Variable. This included a three-month introductory rate of \$0.3498 per Ccf, after which the rate would vary month-to-month. No ETFs.

**Electric Plan:** Variable. This included a three-month introductory rate of \$0.05260 per kWh, after which rate would vary month-to-month. No ETFs.

Due to an outstanding balance on the customer's electric account, an outbound drop transaction was processed on 5/30/18, and a cancellation notice was sent to the customer. The customer's electric utility then established a service end date of 6/28/18.

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

On 4/1/19, [REDACTED] contacted our Customer Service line and requested to cancel his gas account with Indra. The customer's gas account was dropped without penalty and stopped receiving Indra's supply on 3/26/19. The customer also requested an adjustment to his account, and was advised that his account would be escalated for further review.

Upon review, in the interest of resolving the customer's, we determined that we would rerate the customer's last two gas bills to the rate of his gas utility. This results in a total adjustment of \$337.41 for the billing period of 1/25/19 – 3/26/19, 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. Our Customer Service staff attempted to follow up with Mr. [REDACTED] on 4/10/19 to inform him of this adjustment, but they were only able to leave a voicemail.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/25/2019	3/26/2019	111	\$166.26	\$0.4085	\$45.34	\$3.41	\$48.75	\$117.51
1/25/2019	2/25/2019	154	\$289.10	\$0.4180	\$64.37	\$4.83	\$69.20	\$219.90
								\$337.41

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



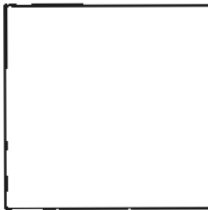
William Schaaf – Asst. Compliance Officer



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

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

**From:** Shanequa Jones <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, April 9, 2019 8:15 AM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262084 [ ref:\_00Dt0GzXt.\_500t0GIT1L:ref ]



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

**CASE ID:** 00262084

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED]

Columbus, Ohio 43219

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIC:** [REDACTED]

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

**DESCRIPTION OF ISSUE:**

An initial complaint was sent to you on 04-02-19. Please review the customer's concerns and respond within three business days.

Sincerely,

**Shanequa Jones**

Public Utilities Commission of Ohio

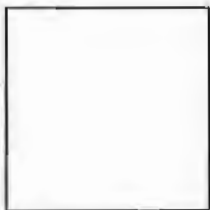
Service Monitoring and Enforcement Department

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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*Privately owned; Family in business since 1938*

Electricity - Natural Gas  
[www.PalmcoEnergy.com](http://www.PalmcoEnergy.com)

4/13/2017

[REDACTED]  
Columbus, OH 43219

**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*.

**We are currently processing your enrollment**

Your enrollment will be sent to Columbia Gas. You will receive a confirmation notice from Columbia Gas confirming your selection of PALMco as your natural gas supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles.

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

Below is a summary of your service account with PALMco:

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

Utility Account Number [REDACTED]

Rate Plan: Introductory Rate of \$0.34980 for the first three billing cycles, and a variable rate thereafter.

Cancellation Fees: None

Budget Billing: Please contact Columbia Gas.

**Your feedback is important to us!**

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

**Questions?**

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

Thank you again for choosing us as your energy supplier!

Sincerely,  
PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit [palmcoenergy.com/rewards](http://palmcoenergy.com/rewards)



## **OHIO TERMS AND CONDITIONS**

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

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

**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. 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 AND/OR ELECTRIC ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING) OR 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 and will continue on a month-to-month basis until terminated by either you or PALMco. 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, 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 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 continue automatically on a month-to-month basis at a variable price described below.

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

**Other Charges:** You are also responsible for paying and reimbursing PALMco for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on PALMco and/or you by federal, state, and/or local authorities, that you are required to pay or that PALMco passes through to you. 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 may impose.

**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 at

intervals established by your utility. You will pay PALMco 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 your receipt of 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 within 14 calendar days of the 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, 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, 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, so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. **PALMco Energy** will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it



sells or assigns this Agreement to another third party supplier. PALMco Power will not release your social security number and/or account number(s) without your written or electronic consent, except for PALMco Power's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third party supplier.

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.**

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

**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, a change in the law or rules affecting this Agreement, 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 AND WAIVER OF JURY TRIAL.** 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 MUST BE RESOLVED THROUGH FINAL, BINDING ARBITRATION AND WE MUTUALLY FOREGO THE RIGHT TO RESOLVE IT IN A COURT OF LAW. THIS APPLIES REGARDLESS OF WHETHER THE ISSUE, CLAIM OR DISPUTE INVOLVES A TORT, FRAUD, BREACH OF CONTRACT, MISREPRESENTATION, PRODUCT LIABILITY, NEGLIGENCE, AND VIOLATION OF A STATUTE OR ANY OTHER LEGAL THEORY. 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. ALL ARBITRATIONS SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. YOU ACKNOWLEDGE AND AGREE THAT THIS SPECIFICALLY PROHIBITS YOU FROM COMMENCING ARBITRATION PROCEEDINGS AS A REPRESENTATIVE OF OTHERS OR JOINING IN ANY ARBITRATION PROCEEDINGS BROUGHT BY ANY OTHER PERSON. 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.** 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). 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.

**EMERGENCY TELEPHONE NUMBERS. 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.16-11.21**



*Privately owned; Family in business since 1938*

Electricity – Natural Gas  
[www.PalmcoEnergy.com](http://www.PalmcoEnergy.com)

4/12/2017

[REDACTED]  
Columbus, OH 43219

**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*.

**We are currently processing your enrollment**

Your enrollment will be sent to AEP. You will receive a confirmation notice from AEP confirming your selection of PALMco as your electricity supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles.

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

Below is a summary of your service account with PALMco:

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

Utility Account Number [REDACTED]  
Rate Plan: Introductory Rate of \$0.05260 for the first three billing cycles, and a variable rate thereafter.  
Cancellation Fees: None  
Budget Billing: Available upon request.

**Your feedback is important to us!**

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

**Questions?**

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

Thank you again for choosing us as your energy supplier!

Sincerely,  
PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit [palmcoenergy.com/rewards](http://palmcoenergy.com/rewards)



## **OHIO TERMS AND CONDITIONS**

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

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

**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. 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 AND/OR ELECTRIC ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING) OR 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 and will continue on a month-to-month basis until terminated by either you or PALMco. 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, 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 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 continue automatically on a month-to-month basis at a variable price described below.

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

**Other Charges:** You are also responsible for paying and reimbursing PALMco for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on PALMco and/or you by federal, state, and/or local authorities, that you are required to pay or that PALMco passes through to you. 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 may impose.

**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 at

intervals established by your utility. You will pay PALMco 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 your receipt of 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 within 14 calendar days of the 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, 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, 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.

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**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, a change in the law or rules affecting this Agreement, 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.

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TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MUST BE RESOLVED THROUGH FINAL, BINDING ARBITRATION AND WE MUTUALLY FOREGO THE RIGHT TO RESOLVE IT IN A COURT OF LAW. THIS APPLIES REGARDLESS OF WHETHER THE ISSUE, CLAIM OR DISPUTE INVOLVES A TORT, FRAUD, BREACH OF CONTRACT, MISREPRESENTATION, PRODUCT LIABILITY, NEGLIGENCE, AND VIOLATION OF A STATUTE OR ANY OTHER LEGAL THEORY. 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. ALL ARBITRATIONS SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. YOU ACKNOWLEDGE AND AGREE THAT THIS SPECIFICALLY PROHIBITS YOU FROM COMMENCING ARBITRATION PROCEEDINGS AS A REPRESENTATIVE OF OTHERS OR JOINING IN ANY ARBITRATION PROCEEDINGS BROUGHT BY ANY OTHER PERSON. 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.** 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). 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.

**EMERGENCY TELEPHONE NUMBERS. 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.16-11.21**

**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)

**Sariah Brinker**

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**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, March 19, 2019 11:48 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259682 [ ref\_00Dt0GzXt\_500t0Fnc1t:ref ]



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

**CASE ID:** 00259682  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Barberton, Ohio 44203  
**SERVICE ADDRESS:** [REDACTED] Barberton, Ohio 44203  
**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 caller regarding the customers enrollment with Palmco in June 2018. The customer states the representative that came to the door stayed and coached her through the TPV. The customer states she was told by the sales representative to not cancel w/in the first twelve months or she would be charged a fee.

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\_500t0Fnc1t:ref

**Sariah Brinker**

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**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Tuesday, March 26, 2019 8:06 AM  
**To:** William Schaaf  
**Cc:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259682 [ ref\_00Dt0GzXt\_500t0Fnc1t:ref ]



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

**CASE ID:** 00259682  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Barberton, Ohio 44203  
**SERVICE ADDRESS:** [REDACTED] Barberton, Ohio 44203  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIQ:** [REDACTED]

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

**Please note this was for both Gas and Electric. Please provide the information for the electric enrollment as well.**

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.

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

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

**Sent:** 3/25/2019 4:51 PM

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

**Cc:** compliance@indraenergy.com

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259682 [ref:\_00Dt0GzXt.\_500t0Fnc1t:ref]

Hello Maureen and the PUCO,

Regarding Case # 00259682, [REDACTED]

[REDACTED] enrolled her gas account in Palmco's variable rate plan on 6/14/18, 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. Palmco began servicing the customer's account on 7/13/18.

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

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

██████████ contacted our Customer Service line on 3/22/19 and verified a switch to a new fixed rate plan for her gas account. We've attached the confirmation packet mailed to the customer confirming the switch, which was in a 100%-Green fixed plan, with a rate of \$7.206 per Mcf for 12 months; this plan also does not carry any ETFs. Additionally, since the customer expressed concerns with her last variable bill, we are going to the rerate her last variable to the rate we have on file for her utility (2.925 per Mcf). This results in an adjustment of \$169.95 for the billing cycle of 2/13/19 – 3/14/19, which will be sent to the customer's utility to be applied to the account. We spoke with ██████████ again on 3/25/19 and she confirmed her acceptance of this offer.

We have no record of this customer enrolling her electric account in our supply. 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:** Monday, March 25, 2019 8:10 AM

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

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259682 [ref:\_00Dt0GzXt.\_500t0Fnc1t:ref]



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

**Please Respond Within 3 Days**

**CASE ID:** 00259682

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED]

Barberton, Ohio 44203

**SERVICE ADDRESS:** [REDACTED] Barberton, Ohio 44203

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:** [REDACTED]

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

**DESCRIPTION OF ISSUE:**

An initial complaint was sent to you on 3/19/2019. Please review the customer's concerns and respond within three business days.

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.



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

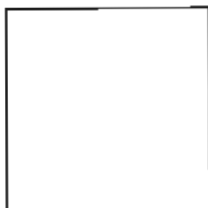
**From:** PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]

**Sent:** 3/23/2019 10:05 AM

**To:** compliance@indraenergy.com

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259682 [

ref: \_00Dt0GzXt\_500t0Fnc1t:ref ]



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

**CASE ID:** 00259682

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Barberton, Ohio 44203

**SERVICE ADDRESS:** [REDACTED] Barberton, Ohio 44203

**AIQ:** Palmco Energy OH LLC

**NIQ:** [REDACTED]

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

Please note the customer has opened both an Electric and Gas complaint.

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)

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

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

**Sent:** 3/19/2019 11:47 AM

**To:** compliance@indraenergy.com

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259682 [ref:\_00Dt0GzXt\_500t0Fnc1t:ref]



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

**CASE ID:** 00259682

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Barberton, Ohio 44203

**SERVICE ADDRESS:** [REDACTED] Barberton, Ohio 44203

**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 caller regarding the customers enrollment with Palmco in June 2018. The customer states the representative that came to the door stayed and coached her through the TPV. The customer states she was told by the sales representative to not cancel w/in the first twelve months or she would be charged a fee.

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

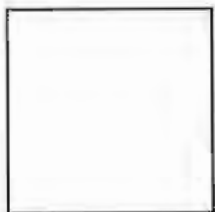
Please provide any additional information that may assist in investigation.

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)

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ref:\_00Dt0GzXt\_500t0Fnc1t:ref



## Sariah Brinker

---

**From:** William Schaaf  
**Sent:** Tuesday, March 26, 2019 8:21 AM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259682 [ ref:\_00Dt0GzXt\_500t0Fnc1t:ref ]

Good morning,

We are unable to locate an electric account for this customer. If the customer believes their electric account received our supply, could you please provide an account number and/or service address for their electric account?

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 26, 2019 8:06 AM  
**To:** William Schaaf <wschaaf@indraenergy.com>  
**Cc:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259682 [ ref:\_00Dt0GzXt\_500t0Fnc1t:ref ]





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

**CASE ID:** 00259682

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Barberton, Ohio 44203

**SERVICE ADDRESS:** [REDACTED] Barberton, Ohio 44203

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:** [REDACTED]

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

**Please note this was for both Gas and Electric. Please provide the information for the electric enrollment as well.**

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)

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may be publicly available to anyone who requests it.

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

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

**Sent:** 3/25/2019 4:51 PM

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

**Cc:** compliance@indraenergy.com

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259682 [ ref:\_00Dt0GzXt.\_S00t0Fnc1t:ref ]

Hello Maureen and the PUCO,

Regarding Case # 00259682, [REDACTED]

[REDACTED] enrolled her gas account in Palmco's variable rate plan on 6/14/18, 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. Palmco began servicing the customer's account on 7/13/18.

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

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

[REDACTED] contacted our Customer Service line on 3/22/19 and verified a switch to a new fixed rate plan for her gas account. We've attached the confirmation packet mailed to the customer confirming the switch, which was in a 100%-Green fixed plan, with a rate of \$7.206 per Mcf for 12 months; this plan also does not carry any ETFs. Additionally, since the customer expressed concerns with her last variable bill, we are going to rerate her last variable to the rate we have on file for her utility (2.925 per Mcf). This results in an adjustment of \$169.95 for the billing cycle of 2/13/19 – 3/14/19, which will be sent to the customer's utility to be applied to the account. We spoke with [REDACTED] again on 3/25/19 and she confirmed her acceptance of this offer.

We have no record of this customer enrolling her electric account in our supply. 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

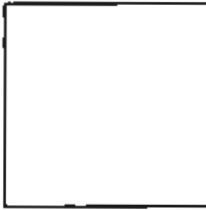
[www.IndraEnergy.com](http://www.IndraEnergy.com)

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

Sent: Monday, March 25, 2019 8:10 AM

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

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259682 [ ref:\_00Dt0GzXt.\_500t0Fnc1t:ref ]



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

**Please Respond Within 3 Days**

**CASE ID:** 00259682

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED]

Barberton, Ohio 44203

**SERVICE ADDRESS:** [REDACTED] Barberton, Ohio 44203

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:** [REDACTED]

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

**DESCRIPTION OF ISSUE:**

An initial complaint was sent to you on 3/19/2019. Please review the customer's concerns and respond within three business days.

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)

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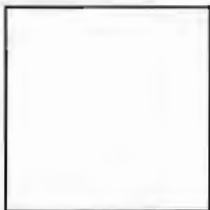
----- Original Message -----

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

**Sent:** 3/23/2019 10:05 AM

**To:** compliance@indraenergy.com

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259682 [ ref:\_00Dt0GzXt.\_500t0Fnc1t:ref ]



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

**CASE ID:** 00259682

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Barberton, Ohio 44203

**SERVICE ADDRESS:** [REDACTED] Barberton, Ohio 44203

**AIQ:** Palmco Energy OH LLC

**NIQ:** [REDACTED]

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

Please note the customer has opened both an Electric and Gas complaint.

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)

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

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

**Sent:** 3/19/2019 11:47 AM

**To:** compliance@indraenergy.com

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259682 [ ref:\_00Dt0GzXt.\_500t0Fnc1t:ref ]





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

**CASE ID:** 00259682

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Barberton, Ohio 44203

**SERVICE ADDRESS:** [REDACTED] Barberton, Ohio 44203

**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 caller regarding the customers enrollment with Palmco in June 2018. The customer states the representative that came to the door stayed and coached her through the TPV. The customer states she was told by the sales representative to not cancel w/in the first twelve months or she would be charged a fee.

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

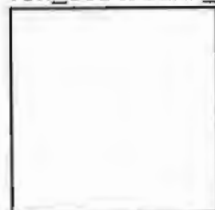
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ref:\_00Dt0GzXt\_500t0Fnc1t:ref



## Sariah Brinker

---

**From:** William Schaaf  
**Sent:** Monday, March 25, 2019 4:52 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259682 [ ref:\_00Dt0GzXt\_500t0Fnc1t:ref ]  
**Attachments:** [REDACTED]-TPV.mp3; [REDACTED] Agreement.pdf; [REDACTED] Gas Confirmation Package.pdf; Indra Postcard.pdf; [REDACTED] Gas Confirmation Package-Fixed Plan.pdf

Hello Maureen and the PUCO,

Regarding Case # 00259682, [REDACTED]

[REDACTED] enrolled her gas account in Palmco's variable rate plan on 6/14/18, 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. Palmco began servicing the customer's account on 7/13/18.

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

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

[REDACTED] contacted our Customer Service line on 3/22/19 and verified a switch to a new fixed rate plan for her gas account. We've attached the confirmation packet mailed to the customer confirming the switch, which was in a 100%-Green fixed plan, with a rate of \$7.206 per Mcf for 12 months; this plan also does not carry any ETFs. Additionally, since the customer expressed concerns with her last variable bill, we are going to the rerate her last variable to the rate we have on file for her utility (2.925 per Mcf). This results in an adjustment of \$169.95 for the billing cycle of 2/13/19 – 3/14/19, which will be sent to the customer's utility to be applied to the account. We spoke with [REDACTED] again on 3/25/19 and she confirmed her acceptance of this offer.

We have no record of this customer enrolling her electric account in our supply. 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:** Monday, March 25, 2019 8:10 AM

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

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259682 [ ref:\_00Dt0GzXt.\_500t0Fnc1t:ref ]



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

**Please Respond Within 3 Days**

**CASE ID:** 00259682

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED]

Barberton, Ohio 44203

**SERVICE ADDRESS:** [REDACTED] Barberton, Ohio 44203

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:** [REDACTED]

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**DESCRIPTION OF ISSUE:**

An initial complaint was sent to you on 3/19/2019. Please review the customer's concerns and respond within three business days.

Sincerely,

**Maureen Harbolt**

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

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

**Sent:** 3/23/2019 10:05 AM

**To:** compliance@indraenergy.com

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259682 [ ref:\_00Dt0GzXt.\_500t0Fnc1t:ref ]





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

**CASE ID:** 00259682

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Barberton, Ohio 44203

**SERVICE ADDRESS:** [REDACTED] Barberton, Ohio 44203

**AIQ:** Palmco Energy OH LLC

**NIQ:** [REDACTED]

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

Please note the customer has opened both an Electric and Gas complaint.

Sincerely,

**Maureen Harbolt**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

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

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

**Sent:** 3/19/2019 11:47 AM

**To:** compliance@indraenergy.com

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259682 [ ref:\_00Dt0GzXt.\_500t0Fnc1t:ref ]



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

**CASE ID:** 00259682  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Barberton, Ohio 44203  
**SERVICE ADDRESS:** [REDACTED] Barberton, Ohio 44203  
**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 caller regarding the customers enrollment with Palmco in June 2018. The customer states the representative that came to the door stayed and coached her through the TPV. The customer states she was told by the sales representative to not cancel w/in the first twelve months or she would be charged a fee.

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

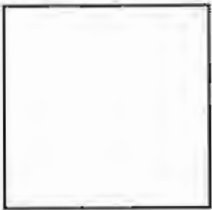
Please provide any additional information that may assist in investigation.

Sincerely,

**Maureen Harbolt**

Public Utilities Commission of Ohio  
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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

**CUSTOMER INFORMATION**

Customer Name: [REDACTED] Relationship to Account Holder: Spouse  
E-mail Address: [REDACTED]  
Please 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.  
Service Address: [REDACTED] City: Barberton State: Oh Zip Code: 44209  
Billing Address (If Different): [REDACTED] City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]  
Phone Number: [REDACTED] ☐ Mobile ☒ Home

**ACCOUNT INFORMATION**

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

**Please Choose ONE Of The Electric Price Offerings Below:**

**Two phase Fixed Electric Rate:**

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

Insert Utility Name

**Standard Fixed Electric Rate:**

Fixed Rate of \$ [REDACTED] per kWh for [REDACTED] months

Insert Utility Name

**Introductory Electric Variable Rate:**

Insert Utility Name	Insert Introductory Price	Per kWh	Units
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

**Account Holder's Name on Natural Gas Account:**

Natural Gas Utility Account Number: [REDACTED]

Budget Billing: ☐ Yes ☐ No

**Please Choose ONE Of The Gas Price Offerings Below:**

**Two Phase Fixed Gas Rate:**

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

Insert Utility Name

**Introductory Gas Variable Rate:**

Insert Utility Name	Insert Introductory Price	Per Ccf / Mcf	Units
<u>DOMINION East Ohio</u>	<u>2.60</u>	[REDACTED]	[REDACTED]

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

Enrollment Promotion ☐ Let us treat you to Dinner!

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

**Please Read Carefully and Initial in the Appropriate Spaces**

- The representative stated that he/she was representing PALMco 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 PALMco to supply my electric 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 PALMco or I decide to cancel the contract. I can access my future variable pricing information at: <https://palmcoenergy.com/ohio/ohio-variable-rates>
- For fixed rate customers only:** The representative explained to me that the contract is for a total term of [REDACTED] 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 PALMco's supply service.
- 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 YOUR RECEIPT 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 Standard Terms and Conditions.

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

By: [REDACTED]

By: Anthony D. Collie MIC1011  
REPRESENTATIVE'S NAME (PRINT) ID NUMBER

By: [REDACTED]

By: Anthony D. Collie  
REPRESENTATIVE'S SIGNATURE

Date: 06/19/18  
MONTH / DAY / YEAR

OH-E10150371

**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)



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

6/18/2018



Barberton, OH 44203

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

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

**We are currently processing your enrollment**

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

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

Below is a summary of your service account with PALMco:

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

**Utility Account Number**



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

**Cancellation Fees:** None.

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

**Your feedback is important to us!**

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

**Questions?**

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





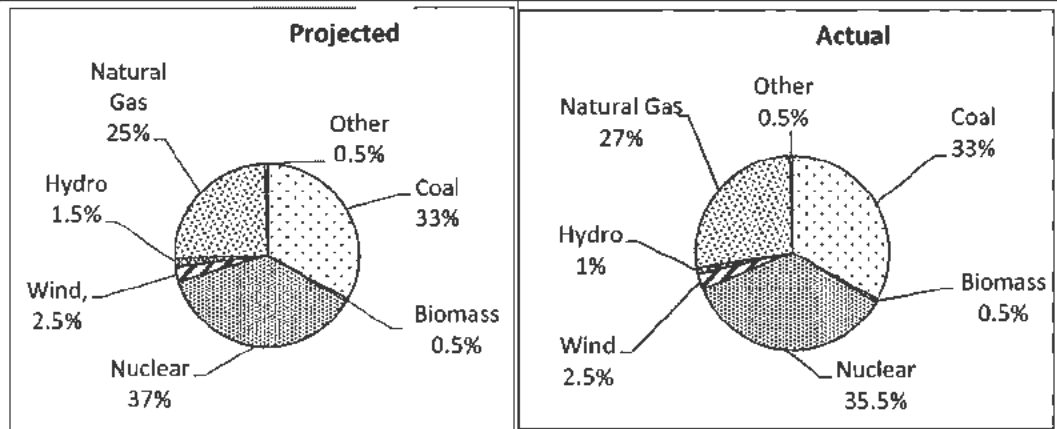
## Environmental Disclosure Information – Quarterly Comparisons

**PALMco Power OH, LLC**

**Projected Data for the 2017 Calendar Year**

**Actual Data for the Period 01/01/17 to 12/31/17**

**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.



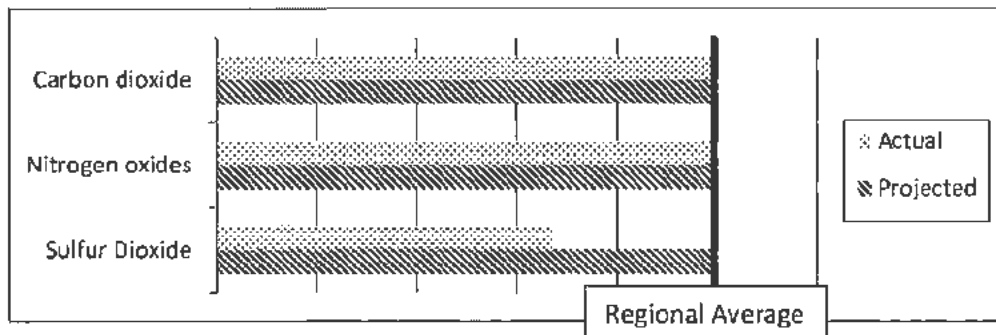
### Environmental Characteristics--

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.





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

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

**3/25/2019**



**Barberton, OH 44203**

**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:** Fixed Rate of \$7.20600/Mcf for 12 months.

**Cancellation Fees:** None.

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

**Renewable Energy Product Information:** One hundred percent (100%) of your natural gas usage will be matched with carbon offsets.

**Your feedback is important to us!**

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

**Questions?**

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

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

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







## **OHIO TERMS AND CONDITIONS**

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

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

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

**LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

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

### **PRICING.**

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

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

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

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

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



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

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

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

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

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

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.** You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears

and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

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

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be



contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

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

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

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

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

**NO WARRANTIES.** INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

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

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

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

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

V.E.18-12.01



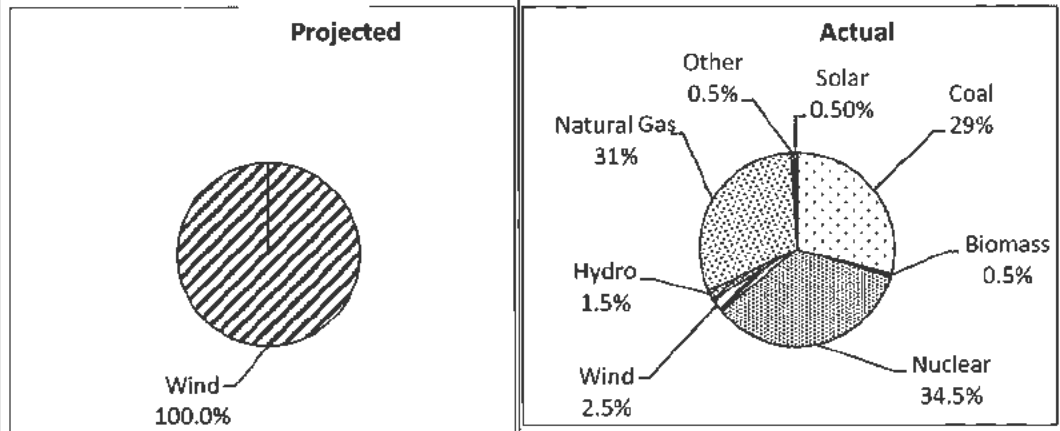
## Green Product Environmental Disclosure Information – Quarterly Comparisons

**Indra Energy**

**Projected Data for the 2018 Calendar Year**

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

**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.



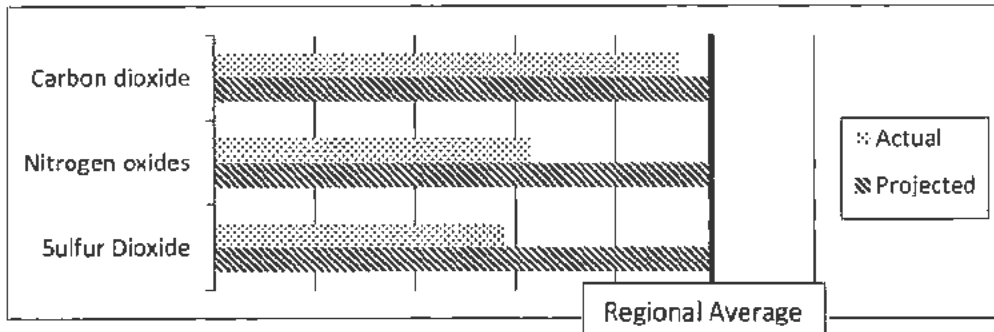
**Environmental Characteristics–**

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.

VE19-03.01



**From:** Michael Coady <contactthepuco@puc.state.oh.us>  
**Sent:** Wednesday, March 20, 2019 11:06 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259817 [ ref\_00Dt0GzXt\_500t0FneQN:ref ]



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

**CASE ID:** 00259817  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Massillon, Ohio 44646  
**SERVICE ADDRESS:** [REDACTED] Massillon, Ohio 44646  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIQ:**

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

**DESCRIPTION OF ISSUE:**

**This customer contacted the PUCO for assistance in resolving a billing dispute he has with the company. He says that his last two bills, he was charged \$16.48 per mcf and over \$17 per mcf.**

- 1. What was the method of enrollment?**
- 2. Please provide all proof of enrollment consistent with the method of enrollment including, but not limited to, copies of any sales calls, copies of any welcome letters, copies of any TPVs, I.P. addresses used, e-mail addresses used to enroll, copies of any signed**



enrollment documents, and the terms and conditions of the enrollment.

3. If this was originally a fixed contract which transitioned to a variable rate after the fixed contract expired, please provide a copy of the notice sent to the customer per O.A.C. 4901:1-21-11(G) and/or 4901:1-29-10(F).

Sincerely,

**Michael Coady**

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

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

ref:\_00Dt0GzXt\_500t0FneQN:ref

## Sariah Brinker

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**From:** William Schaaf  
**Sent:** Tuesday, March 26, 2019 12:27 PM  
**To:** Michael Coady  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259817 [ ref:\_00Dt0GzXt\_500t0FneQN:ref ]  
**Attachments:** [REDACTED]TPV.mp3; [REDACTED]Agreement.pdf; [REDACTED]Gas Confirmation Package.pdf; [REDACTED]Electric Confirmation Package.pdf; Indra Postcard.pdf

Hello Michael and the PUCO,

Regarding Case # 00259817, [REDACTED]

[REDACTED] enrolled his gas and electric accounts in Palmco's variable rate plans on 9/22/18, 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 9/28/18 and 10/30/18, respectively.

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

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

We received inbound drop transactions for the customer's gas and electric accounts on 3/20/19 and 3/19/19, respectively. The customer's gas and electric accounts are scheduled to stop receiving our supply on 4/4/19 and 4/30/19, respectively.

Prior to receiving this complaint, we have no record of this customer contacting our office during the time he has received our supply.

In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his utility's standard service, we are willing to rerate the customer's most recent variable gas and electric bills to the rates we have on file for his gas and electric utilities, and will also adjust the customer's upcoming final bills. We've included charts below detailing our calculations for the adjustments of the most recent bills. These adjustments will be sent to the customer's gas and electric utilities to be applied to the accounts.

### Gas Acct

Begin Date	End Date	Billed Usage (Ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/31/2019	3/1/2019	146	\$269.99	\$0.3020	\$44.09	\$2.87	\$46.96	<b>\$223.03</b>

### Electric Acct

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/1/2019	2/28/2019	327	\$60.93	\$0.0544	\$17.79	<b>\$43.14</b>

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

William Schaaf – Asst. Compliance Officer



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

**From:** Michael Coady <contactthepuco@puc.state.oh.us>

**Sent:** Wednesday, March 20, 2019 11:06 AM

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

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259817 [ ref:\_00Dt0GzXt.\_500t0FneQN:ref ]



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

**CASE ID:** 00259817

**COMPANY:**

**CUSTOMER:** [REDACTED]

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

**SERVICE ADDRESS:** [REDACTED] Massillon, Ohio  
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**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:**

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**DESCRIPTION OF ISSUE:**

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**1. What was the method of enrollment?**

**2. Please provide all proof of enrollment consistent with the method of enrollment including, but not limited to, copies of any sales calls, copies of any welcome letters, copies of any TPVs, I.P. addresses used, e-mail addresses used to enroll, copies of any signed enrollment documents, and the terms and conditions of the enrollment.**

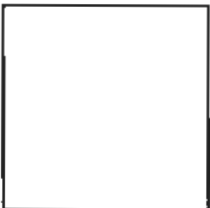
**3. If this was originally a fixed contract which transitioned to a variable rate after the fixed contract expired, please provide a copy of the notice sent to the customer per O.A.C. 4901:1-21-11(G) and/or 4901:1-29-10(F).**

Sincerely,

**Michael Coady**

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

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



ref:\_00Dt0GzXt.\_500t0FneQN: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:	Relationship to Account Holder:	
E-mail Address:	Provide your e-mail address in full to PALMco in good faith and for no charge. PALMco does not sell, provide, or share your e-mail information with third parties.	
Service Address:	City: <u>Mansillon</u>	State: <u>OH</u> Zip Code: <u>44846</u>
Billing Address (if Different):	City:	State: Zip Code:
Phone Number:	<input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Home	
<b>ACCOUNT INFORMATION</b>		
Third Party Verification # (TPV):		
Account Holder's Name on Electricity Account:		
Electricity Utility Account Number:		
Budget Billing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Product Code:	
Please Choose ONE Of The Electric Price 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:		
Standard Fixed Electric Rate:		
Fixed Rate of \$ _____ per kWh for _____ months	#42249175	
Insert Utility Name:		
Introductory Electric Variable Rate:		
Insert Utility Name: <u>ONE/AEP</u>	Insert Introductory Price: <u>5.1/5.2</u>	Per kWh: <u>Units</u>
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		
Please Choose ONE Of The Gas Price Offerings Below:		
Two Phase Fixed Gas Rate:		
Initial Rate of \$ _____ per Ccf/Mcf for the first month followed by a Fixed Rate of \$ _____ per Ccf/Mcf for the remaining _____ months		
Insert Utility Name:		
Introductory Gas Variable Rate:		
Insert Utility Name: <u>DEO</u>	Insert Introductory Price: <u>2.60</u>	Per Ccf / Mcf: <u>Units</u>
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.		
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
2. The representative explained that by signing the enrollment form I was entering into an agreement/contract for PALMco to supply my electric and/or natural gas.		
3. The representative explained to me the price for electricity and/or natural gas under this contract. <u>60 days</u>		
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 RESCINDMENT: 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>Jibril Hargis</u> (106448)	By: <u>X</u>	
REPRESENTATIVE'S NAME (PRINT)	ID NUMBER	
By: <u>[Signature]</u>	Date: <u>9-22-10</u>	CUSTOMER'S SIGNATURE
REPRESENTATIVE'S SIGNATURE	MONTH / DAY / YEAR	
		OH-E 10161723



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



Massillon, OH 44646

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

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

**We are currently processing your enrollment**

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

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

Below is a summary of your service account with PALMco:

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

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

**Cancellation Fees:** None.

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

**Your feedback is important to us!**

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

**Questions?**

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





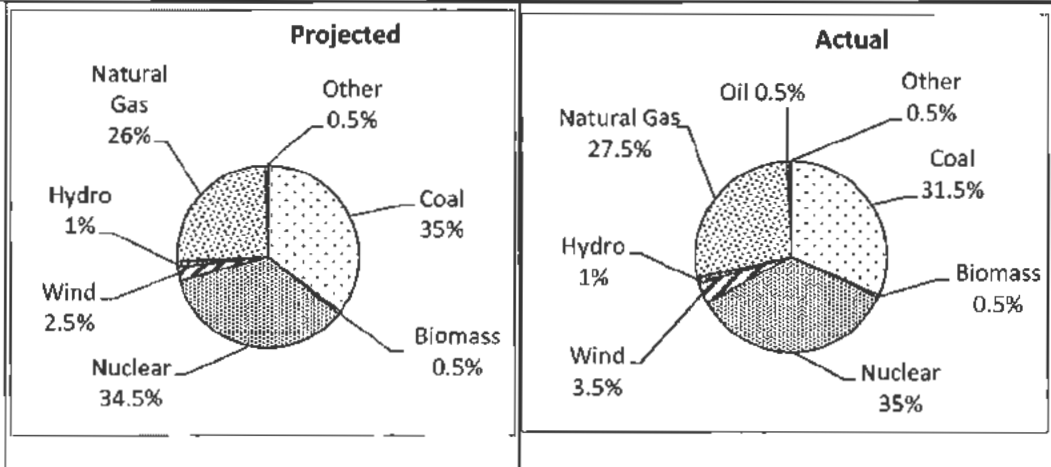
## Environmental Disclosure Information – Quarterly Comparisons

### 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.



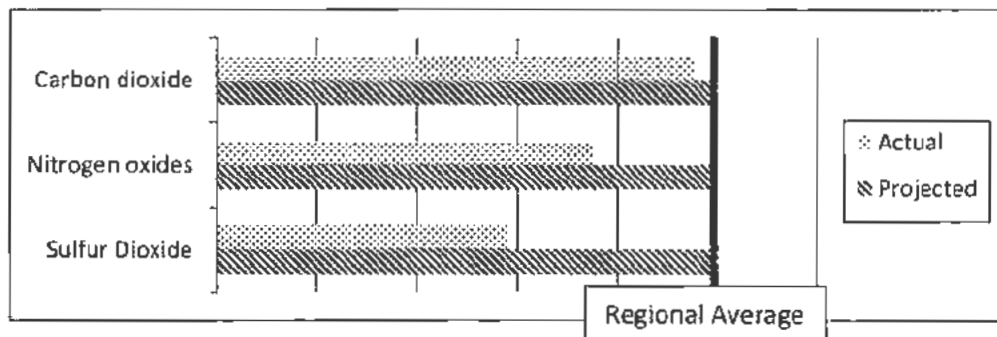
#### Environmental Characteristics–

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



Massillon, OH 44646

### 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



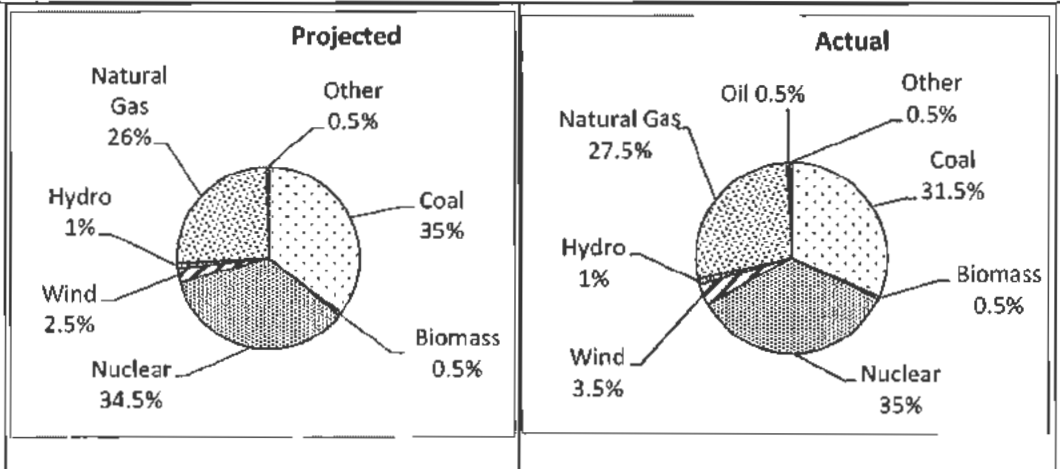
## Environmental Disclosure Information – Quarterly Comparisons

### 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.



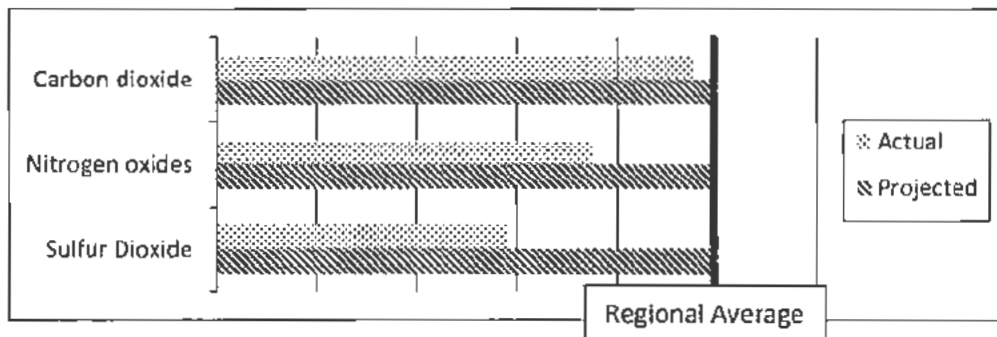
#### Environmental Characteristics–

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!**



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)

**Sariah Brinker**

---

**From:** Michael Coady <contactthepuco@puc.state.oh.us>  
**Sent:** Thursday, April 04, 2019 3:29 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259817 [ ref:\_00Dt0GzXt\_500t0FneQN:ref ]  
**Attachments:** Electric Refund calculation\_xlsx.html; Gas Refund calculation\_xlsx.html; STHQ045-P19032614360\_pdf.html; [REDACTED].pdf.html; [REDACTED] Bill040419MSW2\_pdf.html; [REDACTED].pdf.html



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

**CASE ID:** 00259817  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Massillon, Ohio 44646  
**SERVICE ADDRESS:** [REDACTED] Massillon, Ohio 44646  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIQ:**

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

**DESCRIPTION OF ISSUE:**

**I have attached my final calculations for this customer's refund.**

**Please advise when these amounts will be sent to the customer's utilities.**

Sincerely,

**Michael Coady**  
Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department

Lead Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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

ref:\_00Dt0GzXt.\_500t0FneQN:ref

## Sariah Brinker

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**From:** William Schaaf  
**Sent:** Friday, April 05, 2019 9:55 AM  
**To:** Michael Coady  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259817 [ ref:\_00Dt0GzXt.\_500t0FneQN:ref ]

Hello Michael,

We are processing these rerates in line with your calculations here, and will be sending to the customer's respective utilities. I would expect the refund to be received by the customer's utilities toward the end of next week, or early the following week.

Thanks.

William Schaaf – Asst. Compliance Officer



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

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

**From:** Michael Coady <contactthepuco@puc.state.oh.us>  
**Sent:** Thursday, April 4, 2019 3:29 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259817 [ ref:\_00Dt0GzXt.\_500t0FneQN:ref ]





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

**CASE ID:** 00259817

**COMPANY:**

**CUSTOMER:**

**ADDRESS:** Massillon, Ohio 44646

**SERVICE ADDRESS:** Massillon, Ohio  
44646

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:**

**NIQ:**

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

**DESCRIPTION OF ISSUE:**

**I have attached my final calculations for this customer's refund.**

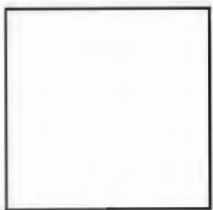
**Please advise when these amounts will be sent to the customer's utilities.**

Sincerely,

**Michael Coady**

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

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ref:\_00Dt0GzXt.\_500t0FneQN:ref

**From:** Michael Coady <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, April 05, 2019 3:08 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00263000 [ ref:\_00Dt0GzXt\_500t0GIZYj;ref ]



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

**CASE ID:** 00263000  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Cleveland, Ohio 44128  
**SERVICE ADDRESS:** [REDACTED] Cleveland, Ohio 44128  
**AIQ:** Palmco Energy OH LLC  
**SERVICE ACCOUNT NUMBER:**  
**NIQ:**

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

**DESCRIPTION OF ISSUE:**

**This customer contacted the PUCO for assistance in resolving a billing dispute she has with the company. She acknowledged enrolling with the company but is upset with how much the company is charging her.**

- 1. What was the method of enrollment?**
- 2. Please provide all proof of enrollment consistent with the method of enrollment including, but not limited to, copies of any sales calls, copies of any welcome letters, copies of any TPVs, I.P. addresses used, e-mail addresses used to enroll, copies of any signed**

**enrollment documents, and the terms and conditions of the enrollment.**

**3. If this was originally a fixed contract which transitioned to a variable rate after the fixed contract expired, please provide a copy of the notice sent to the customer per O.A.C. 4901:1-29-10(F).**

Sincerely,

**Michael Coady**

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

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

ref: 00Dt0GzXt.\_500t0GIzYj:ref

## Sariah Brinker

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**From:** William Schaaf  
**Sent:** Thursday, April 18, 2019 11:27 AM  
**To:** Michael Coady  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00263000 [ ref:\_00Dt0GzXt\_500t0GizYj:ref ]  
**Attachments:** [REDACTED].TPV.mp3; [REDACTED].Sales Call.mp3; [REDACTED].Confirmation Package Gas.pdf; [REDACTED].Confirmation Package Electric.pdf

Hello Michael and the PUCO,

Regarding Case # 00263000, [REDACTED]

This customer's gas and electric accounts were enrolled in Indra's variable rate plans on 12/10/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Indra began servicing the customer's gas and electric accounts on 1/2/19 and 1/9/19, respectively.

**Gas Plan:** Variable. This included a two-month introductory rate of \$2.80 per Mcf, after which the rate would vary month-to-month. No ETFs.

**Electric Plan:** 100%-Green Variable. This included a two-month introductory rate of \$0.0520 per kWh, after which rate would vary month-to-month. No ETFs.

On 4/5/19, Ms. [REDACTED] contacted our Customer Service line and requested to cancel her accounts with Indra. The customer's accounts were dropped without penalty, and service end dates were determined by her gas and electric utilities. The customer's gas and electric accounts are scheduled to stop receiving Indra's supply on 5/4/19 and 5/8/19, respectively.

The customer's variable rate plan included a two-month introductory period, after which rates would vary month-to-month. The customer has been billed by Indra according to those terms. With that said, if we can help in resolving the customer's concerns here, please feel free to reach out.

Thank you.

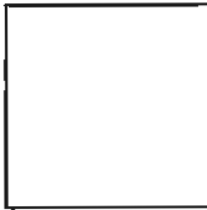
William Schaaf – Asst. Compliance Officer



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

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

**From:** Michael Coady <contactthepuco@puc.state.oh.us>  
**Sent:** Wednesday, April 17, 2019 12:22 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00263000 [ ref:\_00Dt0GzXt\_500t0GizYj:ref ]



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

**CASE ID:** 00263000

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Cleveland, Ohio 44128

**SERVICE ADDRESS:** [REDACTED] Cleveland, Ohio 44128

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:**

**NIQ:**

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

**DESCRIPTION OF ISSUE:**

**This customer contacted the PUCO for assistance in resolving a billing dispute she has with the company. She acknowledged enrolling with the company but is upset with how much the company is charging her.**

- 1. What was the method of enrollment?**
- 2. Please provide all proof of enrollment consistent with the method of enrollment including, but not limited to, copies of any sales calls, copies of any welcome letters, copies of any TPVs, I.P. addresses used, e-mail addresses used to enroll, copies of any signed enrollment documents, and the terms and conditions of the enrollment.**
- 3. If this was originally a fixed contract which transitioned to a variable rate after the fixed contract expired, please provide a copy of the notice sent to the customer per O.A.C. 4901:1-29-10(F).**

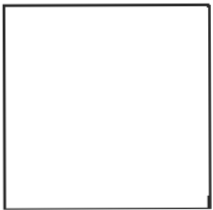
Sincerely,

**Michael Coady**  
Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department



Lead Customer Service Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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



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

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

**12/12/2018**

[REDACTED]  
Cleveland, OH 44128

**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.

**Renewable Energy Product Information:** One hundred percent (100%) of your natural gas usage will be matched with carbon offsets.

**Your feedback is important to us!**

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

**Questions?**

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

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

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





## **OHIO TERMS AND CONDITIONS**

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

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

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

**LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

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

## **PRICING.**

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

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

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

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

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



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

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

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

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

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

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.** You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears

and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

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

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be



contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

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

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

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

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

**NO WARRANTIES.** INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

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

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

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

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

V.E.18-12.01

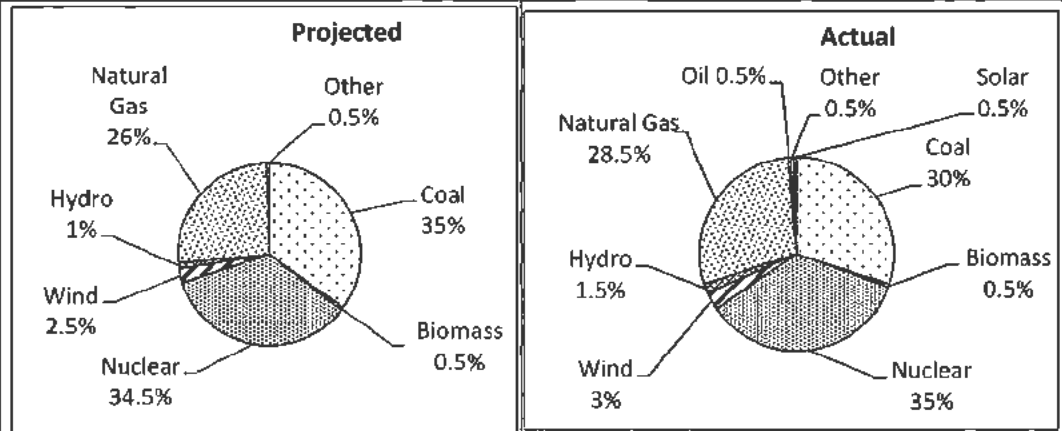
## Environmental Disclosure Information – Quarterly Comparisons

### 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.



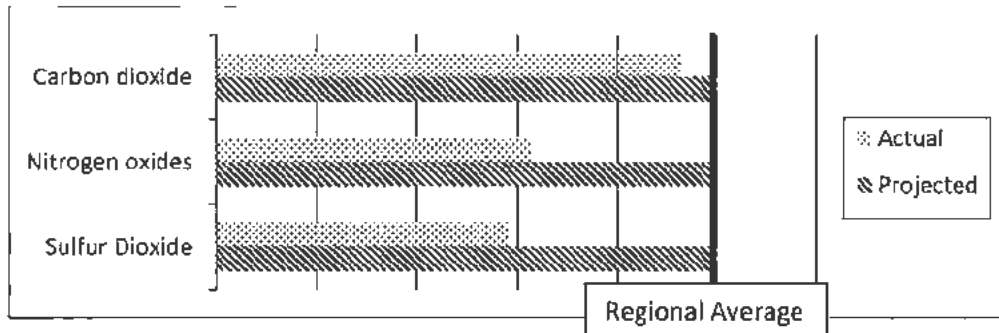
#### Environmental Characteristics–

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.





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**12/12/2018**

[REDACTED]  
Cleveland, OH 44128

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

**We are currently processing your enrollment**

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

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

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

**Utility Account Number:** [REDACTED]

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

**Cancellation Fees:** None.

**Budget Billing:** Available upon request.

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

**Your feedback is important to us!**

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

**Questions?**

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

Thank you again for choosing us as your energy supplier!

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**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.

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

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

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

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



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

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

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

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

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

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.** You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears

and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

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

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be



contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

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

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

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

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

**NO WARRANTIES.** INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

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

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

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

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

V.E.18-12.01

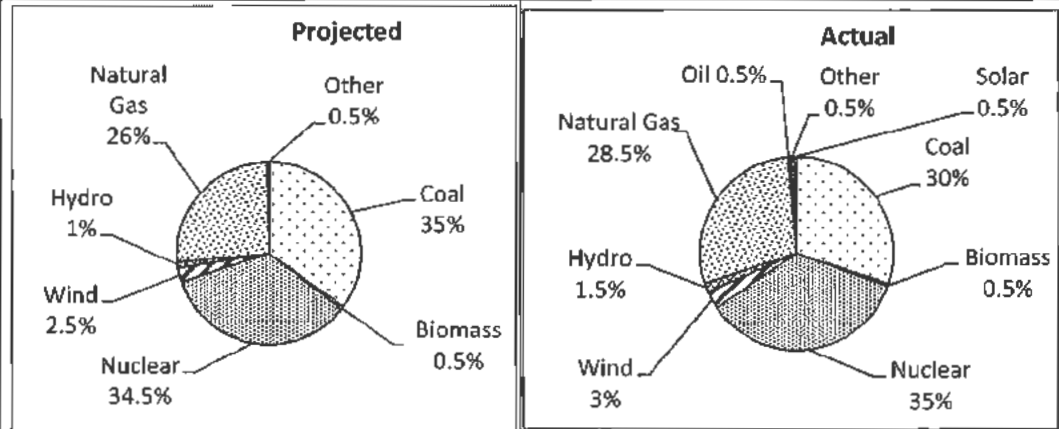
## Environmental Disclosure Information – Quarterly Comparisons

### 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.



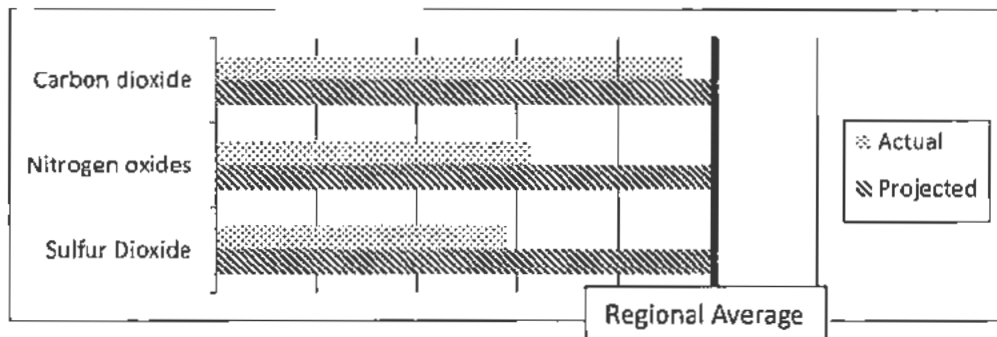
#### Environmental Characteristics–

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.



**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, April 05, 2019 11:32 AM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262496 [ ref\_00Dt0GzXt\_500t0GIiXM:ref ]



**Initial Submission of a Consumer Complaint  
Please Respond Within 10 Business Days**

**CASE ID:** 00262496

**COMPANY:** [REDACTED]

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Canton, Ohio 44714

**SERVICE ADDRESS:** [REDACTED] Canton, Ohio 44714

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:** [REDACTED]

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

**DESCRIPTION OF ISSUE:**

The customer was with the supplier around 10/2018. The customer appears to have understood what she was signing up for in regards to the introductory price for 2 months followed by a variable rate.

She did not believe the rates per MCF could increase to almost \$8.00 and then to \$17.00 or she would not have signed up. The customer contacted Indra to dispute the charges and Indra offered a credit of \$100.00 to cover both months (50/50), but the customer feels she has lost more than they are willing to adjust, so she refused the credit.

12/2018 - 2.40/mcf

01/2019 - \$7.98/mcf

02/2019 - \$17.364/mcf

PUCO Question(s):

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

Sincerely,

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

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.\_500t0GfiXM:ref

## Sariah Brinker

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**From:** Keenia Joseph  
**Sent:** Wednesday, May 01, 2019 8:08 PM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262496 [ ref:\_00Dt0GzXt.\_500t0GIiXM:ref ]  
**Attachments:** [REDACTED] Sales Call.mp3; Miley TPV.MP3; [REDACTED] Confirmation Package Electric-1.28.19.pdf; [REDACTED] Confirmation Package Electric-9.17.18.pdf; [REDACTED] Confirmation Package Gas-9.17.18.pdf; Indra Postcard.pdf

Kelly,

Customer [REDACTED] enrolled in Palmco's gas and Electric variable rate plans on 9/14/2018, as a result of a telephone sale. We've attached the sales audio, TPV and confirmation packages sent detailing the terms of service.

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

Electric Plan: Introductory Rate of \$0.05200 /kWh for the first two billing cycles, and a variable rate thereafter.

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

On 1/25/2019 [REDACTED] contacted our Customer Service line and expressed unhappiness with her electric bill. The customer was offered a switch from variable plan to fixed, customer agreed and was signed up for Fixed Rate of 0.09500/kWh for 13 months. Customer also requested current bill be reviewed for credit and was advised that the case will be submitted for review.

Upon review it was determined adjustment of billed was not warranted due to the fact the customer agreed to the terms and conditions at sign up. However customer was offered a flat credit of \$100 in recognition of her concerns. Customer refused the credit and further services.

Both the gas and electric accounts were dropped from our services, Dominion East established service end date of 3/19/2019 for the gas account and AEP established service end date of 4/8/2019 for the electric account. No ETFs were issued.

Keenia Joseph – Director of Compliance



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

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

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**From:** PUCO Consumer Call Center <[contactthepuco@puc.state.oh.us](mailto:contactthepuco@puc.state.oh.us)>  
**Sent:** Friday, April 5, 2019 11:31 AM

To: Indra Energy Compliance

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262496 [ ref:\_00Dt0GzXt.\_500t0GIIXM:ref ]



**Initial Submission of a Consumer Complaint  
Please Respond Within 10 Business Days**

**CASE ID:** 00262496

**COMPANY:**

**CUSTOMER:**

**ADDRESS:** Canton, Ohio 44714

**SERVICE ADDRESS:** Canton, Ohio  
44714

**AIQ:** Palmco Energy OH LLC

**SERVICE ACCOUNT NUMBER:**

**NIQ:**

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

**DESCRIPTION OF ISSUE:**

The customer was with the supplier around 10/2018. The customer appears to have understood what she was signing up for in regards to the introductory price for 2 months followed by a variable rate.

She did not believe the rates per MCF could increase to almost \$8.00 and then to \$17.00 or she would not have signed up. The customer contacted Indra to dispute the charges and Indra offered a credit of \$100.00 to cover both months (50/50), but the customer feels she has lost more than they are willing to adjust, so she refused the credit.

12/2018 - 2.40/mcf

01/2019 - \$7.98/mcf

02/2019 - \$17.364/mcf

PUCO Question(s):

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

Sincerely,

**Kelly Mabra**

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

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

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\_500t0GliXM:ref



Monday, 2/04/19 | 09:41:29 AM

[ECS205] :

ACCT HOLDR: [REDACTED]

PH [REDACTED]

ACCT [REDACTED]

COMMODITY (E)

ISSUE: [REDACTED] CALLED DUE TO THE FACT THAT AN AGENT HAD TOLD HER SHE WOULD DO A PRICE CHANGE ON A BALANCE DUE OF \$141.55. CX NEVER GOT A NEW BILL AND WANTS TO KNOW WHAT SHE WOULD NEED TO DO.

RES: LET THE CX KNOW THAT SHE WOULD HAVE TO CALL THE UTILITY COMPANY TO FIND OUT ABOUT THAT CHANGE I ADVISED THE [REDACTED] THAT WE WOULD HAVE TO WAIT TO HEAR BACK FROM THE BILLING DEPARTMENT AND WE WOULD REACH OUT TO THE [REDACTED]

AGENT ID: ME-32356

DATE OF ENROLLMENT: 1/25/2019

ADDRESS: [REDACTED] Canton OH 44714

EMAIL: NONE

CONF #NONE

Friday, 1/25/19 | 04:57:18 PM

[ECS202] :

ACCT HOLDR: [REDACTED]

PH [REDACTED]

ACCT [REDACTED]

COMMODITY (E)

ISSUE: wanted to know why her recent bill was so high. i informed her that she was on a fixed rate and explained how fixed/ variable rates work

RES: i enrolled her a fixed rate of .095kwh for 13 months and im submitting task to billing

AGENT ID: cr32355

DATE OF ENROLLMENT: 09/14/2018

ADDRESS: [REDACTED]

EMAIL:

CONF #: RN1862

Friday, 2/22/19 | 11:17:51 AM

**[ECS152] :**

ACCOUNT HOLDER NAME: [REDACTED]

PH [REDACTED]

ACCT [REDACTED]

COMMODITY (G and/or E): E

ISSUE: [REDACTED] CALLED IN ABOUT THE CREDIT AGENT SAID SHE WOULD RECIEVE AFTER SHE SWITCHED TO FIXED RATE AGENT NEVER SUBMITTED TASK FOR [REDACTED]

RES: TASK SUBMITTED FOR [REDACTED] ADVISED IT COULD TAKE 7-14 DAYS FOR RESPONSE

AGENT ID: RR-32051

DATE OF ENROLLMENT:09/14/2018

ADDRESS:445 [REDACTED] Canton OH 44714

CONF #: TASK KK3872

Tuesday, 2/19/19 | 11:49:27 AM

**[ECS202] :**

ACCT HOLDR: [REDACTED]

PH [REDACTED]

ACCT [REDACTED]

COMMODITY ( E)

ISSUE:cx called to find out about a credit she said she was suposed to be issued. i do not see anything in the notes of her account.

RES:checking on billing dpt notes

AGENT ID:cr32355

DATE OF ENROLLMENT:09/14/2018

ADDRESS: [REDACTED]

EMAIL:

CONF #:

Wednesday, 3/27/19 | 12:50:48 PM

[ECS2371]

Caller

Phone

ACCT

Address 44714 Canton ,OH

AH Name/relationship to the AH:

Issue:cci because she wanted to know why is she still recving a bill for a rate of \$1.73641. i expliand to the cust that was the variable rate that we have for the momment and cust is very un happy asking for a review of credit, cust is aslo asking about prevouse review of credit. cust is still waiting for response from her last bill and review of credit aswell. she would like to be review for both month , she was promisted to be on a fixed rate and i dont see that in the note ,

Res:cust is requesting a review of credit for both moth of feb and march

Conf #:GI9333



Wednesday, 4/03/19 | 11:46:59 AM

[ECS237]:

Caller:

Phone:

ACCT#:

Address: Stark Canton 44714

AH Name/relationship to the AH: AH

Issue: called back on requested, is asking on progres about her rerate for last two months, after review of account i infrom ed the that the marketing deparment still has not reviewd the account, i offered a flat credit of 100 dallores cx declied for the mo mment

Res:cx said she would call back to recive th flat crdit, awaiting call back

Conf #:

AGENT ID #:CT32413

Wednesday, 4/03/19 | 11:19:28 AM

[ECS2321]:

Phone:

Address:

AH Name/relationship to the AH: Canton,OH,44714

Issue:Cci because she was supposed to receive a call from christian tarafa regarding a credit

Res:Provided customer information to the csr so he will call the customer immediately

Conf #:GI9333

AGENT ID #:ff32409



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

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

**1/28/2019**



Canton, OH 44714

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

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

**We are currently processing your enrollment**

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

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

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

**Utility Account Number:** [REDACTED]

**Rate Plan:** Fixed Rate of \$0.09500/kWh for 13 months.

**Cancellation Fees:** None.

**Budget Billing:** Available upon request.

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

**Your feedback is important to us!**

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

**Questions?**

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

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

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





## **OHIO TERMS AND CONDITIONS**

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

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

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

**LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

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

## **PRICING.**

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

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

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

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

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



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

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

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

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

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

**BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING.** You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears

and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

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

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at [CustomerCare@IndraEnergy.com](mailto:CustomerCare@IndraEnergy.com), if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be



contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

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

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

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

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

**NO WARRANTIES.** INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

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

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

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

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

V.E.18-12.01

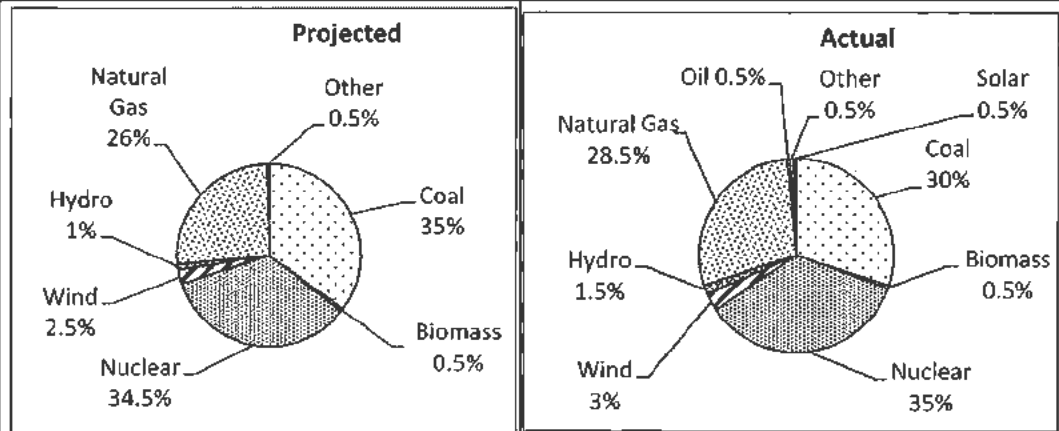
## Environmental Disclosure Information – Quarterly Comparisons

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.



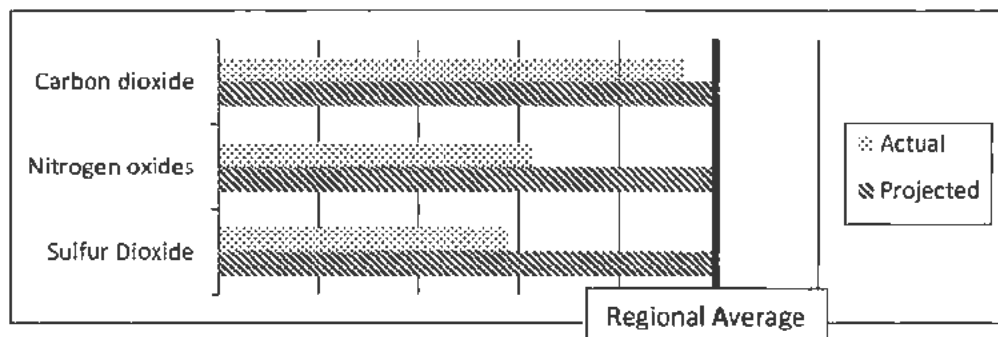
### Environmental Characteristics–

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.



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

9/17/2018



Canton, OH 44714

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

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

### We are currently processing your enrollment

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

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

Below is a summary of your service account with PALMco:

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

**Utility Account Number** [REDACTED]

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

**Cancellation Fees:** None.

**Budget Billing:** 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

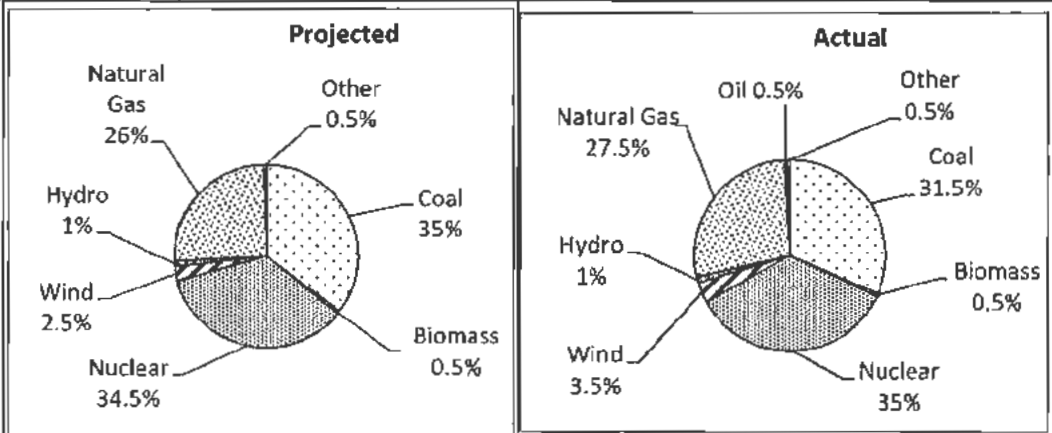
## Environmental Disclosure Information – Quarterly Comparisons

**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.



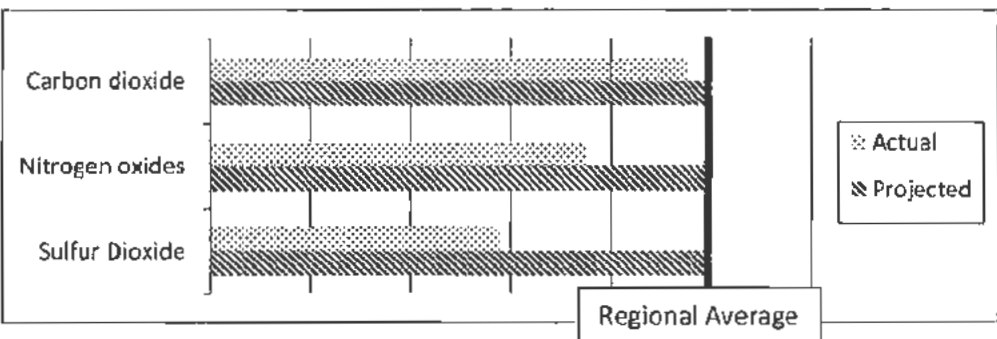
### Environmental Characteristics–

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.





PALMcoEnergy  
8751 18th Avenue  
Brooklyn, NY 11214

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

9/17/2018



Canton, OH 44714

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

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

### We are currently processing your enrollment

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

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

Below is a summary of your service account with PALMco:

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

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

**Cancellation Fees:** None.

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

### Your feedback is important to us!

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

### Questions?

If you have any questions, please feel free to contact us at 877-726-5862 weekdays 8:00 am to 6:00 pm or email us at [CustomerService@palmcoenergy.com](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-S862; (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.

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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.

**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.

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**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.**

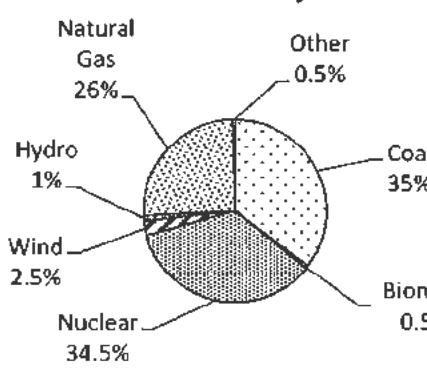
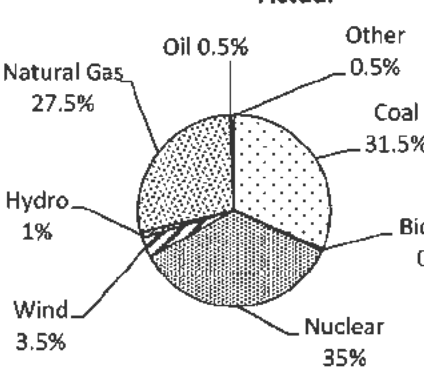
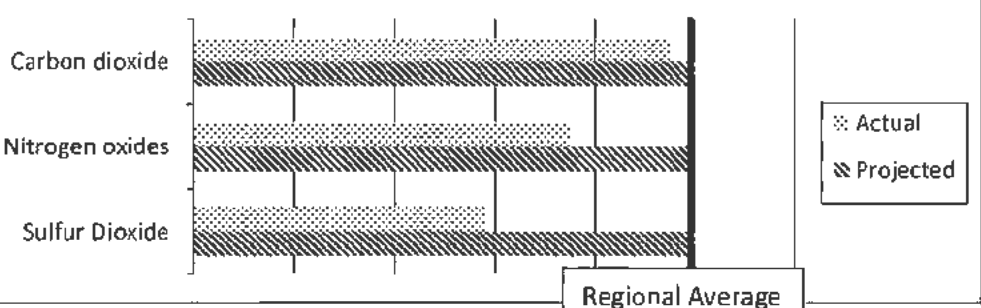
V.E.17-12.19

## 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

<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.	<p style="text-align: center;"><b>Projected</b></p> 	<p style="text-align: center;"><b>Actual</b></p> 									
<b>Environmental Characteristics–</b>  A description of the characteristics associated with each possible generation resource.	Biomass Power	Air Emissions and Solid Waste									
	Coal Power	Air Emissions and Solid Waste									
	Hydro Power	Wildlife Impacts									
	Natural Gas Power	Air Emissions and Solid Waste									
	Nuclear Power	Radioactive Waste									
	Oil Power	Air Emissions and Solid Waste									
	Other Sources	Unknown Impacts									
	Solar Power	No Significant Impacts									
	Unknown Purchased Resources	Unknown Impacts									
	Wind Power	Wildlife Impacts									
<b>Air Emissions –</b>  Product-specific projected and actual air emissions for this period compared to the regional average air emissions.											
<b>Radioactive Waste –</b>  Radioactive waste associated with the product.	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft³/1,000 kWh</td></tr></table>		Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh
Type:	Quantity:										
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh									
Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh									
With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact PALMco Power OH, LLC at <a href="http://www.palmcoenergy.com">www.palmcoenergy.com</a> or by phone at (877) 726-5862.											

## Orpheus Craigue

---

**From:** Michael Coady <contactthepuco@puc.state.oh.us>  
**Sent:** Wednesday, March 6, 2019 12:48 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256888 [ ref:\_00Dt0GzXt\_500t0FN64O:ref ]



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

**CASE ID:** 00256888  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Cleveland Heights, Ohio 44121  
**SERVICE ADDRESS:** [REDACTED] Cleveland Heights, Ohio 44121  
**AIQ:** Palmco Energy OH LLC [REDACTED]  
**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:**

This customer contacted the PUCO for assistance in resolving a billing dispute he has with the company. He says that he was told by the marketer that after the initial period, the company would work to get him the best rates available. He says that he started off at \$2.67 per mcf, but then he was charged \$17.364 per mcf.

1. What was the method of enrollment?
2. Please provide all proof of enrollment consistent with the method of enrollment including, but not limited to, copies of any sales calls, copies of any welcome letters, copies of any TPVs, I.P. addresses used, e-mail addresses used to enroll, copies of any signed



**enrollment documents, and the terms and conditions of the enrollment.**

Sincerely,

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

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

ref:\_00Dt0GzXt,\_500t0FN64O:ref

## William Schaaf

---

**From:** William Schaaf  
**Sent:** Tuesday, March 12, 2019 1:57 PM  
**To:** Michael Coady  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256888 [ ref:\_00Dt0GzXt\_500t0FN64O:ref ]  
**Attachments:** [REDACTED]TPV.MP3; [REDACTED]Agreement.pdf; [REDACTED]Confirmation Pack-Gas.pdf; [REDACTED]Confirmation Pack-Electric.pdf

Hello Michael and the PUCO,

Regarding Case # 00256888, [REDACTED]

[REDACTED] enrolled his gas and electric accounts in Indra's service on 10/6/18, as the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Indra began servicing the customer's gas and electric accounts on 10/24/18 and 10/30/18, 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:** 100%-Green 25-Month Two-Phase Fixed Plan, including 5.9 cents for the initial month, followed by 7.9 cents for the remaining 24 months.

On 3/5/19, [REDACTED] contacted our Customer Service line regarding his gas account. The customer was informed of a fixed rate plan that Indra could offer as an alternative to his existing variable rate plan. However, the customer stated he would shop around before making any changes.

Upon receiving this complaint, since this customer has expressed displeasure with the variable product he was enrolled in, we proceeded with dropping the customer's gas account. No termination fees were issued for cancellation, and a service end date will be determined by the customer's gas utility, DEO. The customer's electric account is set to continue receiving our supply according the fixed rate terms the customer agreed to at the time of enrollment.

In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his utility's standard offer, we are willing to rerate the customer's most recent variable gas bill to the rate we have on file for his gas utility, and will also adjust the customer's final bill, once it is rendered. We've included a chart below detailing our calculations for this adjustment, which amounts to \$399.68 for the billing cycle of 1/28/19 – 2/26/19.

Begin Date	End Date	Billed Usage (ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/28/2019	2/26/2019	258	\$483.83	\$0.3020	\$77.92	\$6.23	\$84.15	\$399.68

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

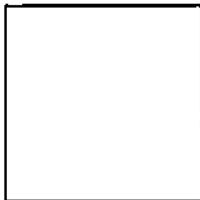
William Schaaf – Asst. Compliance Officer



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

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

**From:** Michael Coady [mailto:contactthepuco@puc.state.oh.us]  
**Sent:** Wednesday, March 6, 2019 12:48 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256888 [ ref:\_00Dt0GzXt.\_500t0FN64O:ref ]



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

**CASE ID:** 00256888  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Cleveland Heights, Ohio 44121  
**SERVICE ADDRESS:** [REDACTED] Cleveland Heights, Ohio  
44121  
**AIQ:** Palmco Energy OH LLC [REDACTED]  
**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:**

**This customer contacted the PUCO for assistance in resolving a billing dispute he has with the company. He says that he was told by the marketer that after the initial period, the company would work to get him the best rates available. He says that he started off at \$2.67 per mcf, but then he was charged \$17.364 per mcf.**

**1. What was the method of enrollment?**

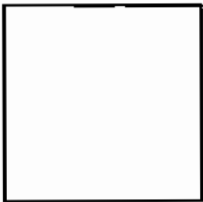
**2. Please provide all proof of enrollment consistent with the method of enrollment including, but not limited to, copies of any sales calls, copies of any welcome letters, copies of any TPVs, I.P. addresses used, e-mail addresses used to enroll, copies of any signed enrollment documents, and the terms and conditions of the enrollment.**

Sincerely,

**Michael Coady**

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

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ref:\_00Dt0GzXt\_500t0FN64O:ref

## Sariah Brinker

---

**From:** Orpheus Craigue  
**Sent:** Tuesday, April 02, 2019 4:16 PM  
**To:** Michael Coady  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256888 [ ref:\_00Dt0GzXt.\_500t0FN64O:ref ]

**Categories:** PUCO Complaint

Good afternoon Michael,

Regarding PUCO Case ID 00256888; [REDACTED]

I am pasting our calculations below. I would expect the utility to receive this adjustment by the end of next week. Thanks.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total
2/26/19	3/27/19	240	\$ 359.20	0.29250	70.20	5.62	75.82

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:** Michael Coady <contactthepuco@puc.state.oh.us>  
**Sent:** Friday, March 29, 2019 09:08  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256888 [ ref:\_00Dt0GzXt.\_500t0FN64O:ref ]





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

**CASE ID:** 00256888

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Cleveland Heights, Ohio 44121

**SERVICE ADDRESS:** [REDACTED] Cleveland Heights, Ohio  
44121

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

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**N** [REDACTED]

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

**DESCRIPTION OF ISSUE:**

**This customer's final bill for service with the company has been issued. Please provide your calculations for the refund for this period and advise.**

**Please also advise when this customer can expect that his utility will receive the credit(s).**

Sincerely,

**Michael Coady**

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

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## Orpheus Craigue

---

**From:** Cindi Mack <contactthepuco@puc.state.oh.us>  
**Sent:** Wednesday, March 6, 2019 3:58 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256893 [ ref:\_00Dt0GzXt\_500t0FN6AC:ref ]



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

**CASE ID:** 00256893  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Dayton, Ohio 45426  
**SERVICE ADDRESS:** [REDACTED] Dayton, Ohio 45426  
**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:** I went from 5.3 cents per KW H to 11 cents, to 13 cents to 15 cents, to 21 cents to 22 cents in consecutive months. My bills are over \$1000 per month for 3 straight months. I cannot pay this. I need your help.

\*\*\*\*\*

Good afternoon,

The above email was received from [REDACTED] regarding his high rates he's currently being billed.

What type of plan did he enroll in?  
If this was a fixed rate plan, when did he begin billing the fixed rate?  
When did the fixed rate terminate?  
When did the company notify him the fixed rate was due to expire? Please forward a copy for review.

What was the customer advise regarding the MVR?  
Please forward a copy of the sales call and TPV for review.  
Please forward all signed documentation for review.  
If there is any other relevant information that I should know, it would be greatly appreciated.

Sincerely,

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

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ref:\_00Dt0GzXt.\_500t0FN6AC:ref

## William Schaaf

---

**From:** William Schaaf  
**Sent:** Tuesday, March 12, 2019 2:02 PM  
**To:** Cindi Mack  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256893 [ ref\_00Dt0GzXt\_500t0FN6AC:ref ]  
**Attachments:** [REDACTED].TPV.MP3; [REDACTED].Confirmation Pack.pdf; [REDACTED].Sales Call.mp3; Indra Postcard.pdf

Hello Cindi and the PUCO,

Regarding Case # 00256893, [REDACTED]

This customer's electric account was enrolled in Palmco's variable rate plan on 6/19/18. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. Palmco began servicing the customer's account on 7/16/18.

**Electric Plan:** Variable. This included a two-month introductory rate of 5.3 cents per kWh, after which rate would vary month-to-month.

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

This account was not enrolled in a fixed rate plan, but rather a variable product, and as a result no renewal letter was required to be provided to the customer.

On 2/22/19, [REDACTED] contacted our Customer Service line and requested to cancel his service with Indra. An outbound drop was processed, and the customer's utility (DPL) determined a service end date of 3/13/19. No termination fees were issued for cancellation.

In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his utility's standard offer, we are willing to rerate the customer's most recent variable electric bill to the rate we have on file for his electric utility (5.63 cents). The customer's final bill is set to be billed at this rate as well. We've included a chart below detailing our calculations for this adjustment, which amounts to \$667.44 for the billing cycle of 1/15/19 – 2/13/19.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/15/2019	2/13/2019	4103	\$898.44	\$0.0563	\$231.00	\$667.44

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

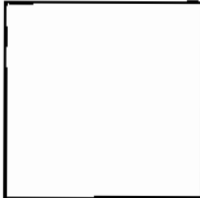
[www.IndraEnergy.com](http://www.IndraEnergy.com)

**From:** Cindi Mack [mailto:contactthepuco@puc.state.oh.us]

**Sent:** Wednesday, March 6, 2019 3:58 PM

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

**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256893 [ ref:\_00Dt0GzXt.\_500t0FN6AC:ref ]



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

**CASE ID:** 00256893

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Dayton, Ohio 45426

**SERVICE ADDRESS:** [REDACTED] Dayton, Ohio 45426

**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:** I went from 5.3 cents per KWH to 11 cents, to 13 cents to 15 cents, to 21 cents to 22 cents in consecutive months. My bills are over \$1000 per month for 3 straight months. I cannot pay this. I need your help.

\*\*\*\*\*

Good afternoon,

The above email was received from [REDACTED] regarding his high rates he's currently being billed.

What type of plan did he enroll in?

If this was a fixed rate plan, when did he begin billing the fixed rate?

When did the fixed rate terminate?

When did the company notify him the fixed rate was due to expire? Please forward a copy for review.

What was the customer advise regarding the MVR?

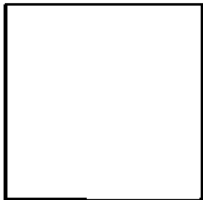


Please forward a copy of the sales call and TPV for review.  
Please forward all signed documentation for review.  
If there is any other relevant information that I should know, it would be greatly appreciated.

Sincerely,

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

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ref:\_00Dt0GzXt.\_500t0FN6AC:ref

## Orpheus Craigue

---

**From:** Cindi Mack <contactthepuco@puc.state.oh.us>  
**Sent:** Wednesday, March 6, 2019 3:58 PM  
**To:** Indra Energy Compliance  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256893 [ ref:\_00Dt0GzXt\_500t0FN6AC:ref ]



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

**CASE ID:** 00256893  
**COMPANY:**  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Dayton, Ohio 45426  
**SERVICE ADDRESS:** [REDACTED] Dayton, Ohio 45426  
**AIQ:** Palmco Power OH LLC [REDACTED]  
**SERVICE ACCOUNT NUMBER:** [REDACTED]  
**NIC:** [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:** I went from 5.3 cents per KW H to 11 cents, to 13 cents to 15 cents, to 21 cents to 22 cents in consecutive months. My bills are over \$1000 per month for 3 straight months. I cannot pay this. I need your help.

\*\*\*\*\*

Good afternoon,

The above email was received from [REDACTED] regarding his high rates he's currently being billed.

What type of plan did he enroll in?  
If this was a fixed rate plan, when did he begin billing the fixed rate?  
When did the fixed rate terminate?  
When did the company notify him the fixed rate was due to expire? Please forward a copy for review.

What was the customer advise regarding the MVR?  
Please forward a copy of the sales call and TPV for review.  
Please forward all signed documentation for review.  
If there is any other relevant information that I should know, it would be greatly appreciated.

Sincerely,

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

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ref:\_00Dt0GzXt.\_500t0FN6AC:ref

## William Schaaf

---

**From:** William Schaaf  
**Sent:** Tuesday, March 12, 2019 2:02 PM  
**To:** Cindi Mack  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256893 [ ref:\_00Dt0GzXt\_500t0FN6AC:ref ]  
**Attachments:** [REDACTED].TPV.MP3; [REDACTED].Confirmation Pack.pdf; [REDACTED].Sales Call.mp3; Indra Postcard.pdf

Hello Cindi and the PUCO,

Regarding Case # 00256893, [REDACTED]

This customer's electric account was enrolled in Palmco's variable rate plan on 6/19/18. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. Palmco began servicing the customer's account on 7/16/18.

**Electric Plan:** Variable. This included a two-month introductory rate of 5.3 cents per kWh, after which rate would vary month-to-month.

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

This account was not enrolled in a fixed rate plan, but rather a variable product, and as a result no renewal letter was required to be provided to the customer.

On 2/22/19, [REDACTED] contacted our Customer Service line and requested to cancel his service with Indra. An outbound drop was processed, and the customer's utility (DPL) determined a service end date of 3/13/19. No termination fees were issued for cancellation.

In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his utility's standard offer, we are willing to rerate the customer's most recent variable electric bill to the rate we have on file for his electric utility (5.63 cents). The customer's final bill is set to be billed at this rate as well. We've included a chart below detailing our calculations for this adjustment, which amounts to \$667.44 for the billing cycle of 1/15/19 – 2/13/19.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/15/2019	2/13/2019	4103	\$898.44	\$0.0563	\$231.00	\$667.44

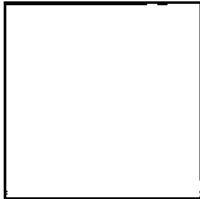
Let us know if we can be of any further assistance. Thank you.

William Schaaf – Asst. Compliance Officer



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

**From:** Cindi Mack [mailto:contactthepuco@puc.state.oh.us]  
**Sent:** Wednesday, March 6, 2019 3:58 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256893 [ ref:\_00Dt0GzXt.\_500t0FN6AC:ref ]



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

**CASE ID:** 00256893  
**COMPANY:** [REDACTED]  
**CUSTOMER:** [REDACTED]  
**ADDRESS:** [REDACTED] Dayton, Ohio 45426  
**SERVICE ADDRESS:** [REDACTED] Dayton, Ohio 45426  
**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:** I went from 5.3 cents per KW H to 11 cents, to 13 cents to 15 cents, to 21 cents to 22 cents in consecutive months. My bills are over \$1000 per month for 3 straight months. I cannot pay this. I need your help.

\*\*\*\*\*

Good afternoon,

The above email was received from [REDACTED] regarding his high rates he's currently being billed.

What type of plan did he enroll in?  
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What was the customer advise regarding the MVR?



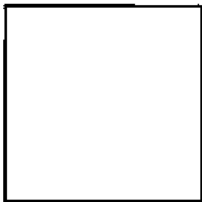
Please forward a copy of the sales call and TPV for review.  
Please forward all signed documentation for review.  
If there is any other relevant information that I should know, it would be greatly appreciated.

Sincerely,

**Cindi Mack**

Public Utilities Commission of Ohio  
Service Monitoring and Enforcement Department  
Customer Service Lead Investigator  
(800) 686-PUCO (7826)  
[www.PUCO.ohio.gov](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.\_500t0FN6AC:ref

**Sariah Brinker**

---

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Thursday, March 14, 2019 10:50 AM  
**To:** William Schaaf  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256893 [ ref:\_00Dt0GzXt.\_500t0FN6AC:ref ]

Good morning!

Thank you for your response and the information you provided. I spoke to [REDACTED] and he said this has placed a tremendous hardship on his family. He said the company is charging four times more than his utility. They have four children and only one income and he believes his wife was taken advantage of. He said once he receives the final bill, their last four bills total upwards of \$4,000.00. He is having to set up a payment plan because of this.

Is this company willing to negotiate on an additional reimbursement on the last four billing periods?

Please forward the information used to determine that the MVR would be between 21 and 22 cents.

Thank you!  
Cindi

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

**From:** William Schaaf [wschaaf@indraenergy.com]  
**Sent:** 3/12/2019 2:02 PM  
**To:** contactthepuco@puco.ohio.gov  
**Cc:** compliance@indraenergy.com  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256893 [ ref:\_00Dt0GzXt.\_500t0FN6AC:ref ]

Hello Cindi and the PUCO,

Regarding Case # 00256893, [REDACTED]

This customer's electric account was enrolled in Palmco's variable rate plan on 6/19/18. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. Palmco began servicing the customer's account on 7/16/18.

**Electric Plan:** Variable. This included a two-month introductory rate of 5.3 cents per kWh, after which rate would vary month-to-month.

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

This account was not enrolled in a fixed rate plan, but rather a variable product, and as a result no renewal letter was required to be provided to the customer.

On 2/22/19, [REDACTED] contacted our Customer Service line and requested to cancel his service with Indra. An outbound drop was processed, and the customer's utility (DPL) determined a service end date of 3/13/19. No termination fees were issued for cancellation.

In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his utility's standard offer, we are willing to rerate the customer's most recent variable electric bill to the rate we have on file for his electric utility (5.63 cents). The customer's final bill is set to be billed at this rate as well. We've included a chart below detailing our calculations for this adjustment, which amounts to \$667.44 for the billing cycle of 1/15/19 – 2/13/19.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/15/2019	2/13/2019	4103	\$898.44	\$0.0563	\$231.00	<b>\$667.44</b>

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

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200

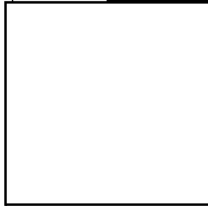
Philadelphia, PA 19102

**P:** 888.504.6372

**F:** 718.851.2427

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

**From:** Cindi Mack [mailto:contactthepuco@puc.state.oh.us]  
**Sent:** Wednesday, March 6, 2019 3:58 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256893 [ ref:\_00Dt0GzXt.\_500t0FN6AC:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Electric**

**Please Respond Within 3 Business Days**

**CASE ID:** 00256893

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Dayton, Ohio 45426

**SERVICE ADDRESS:** [REDACTED] Dayton, Ohio 45426

**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)\*\*\*

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What type of plan did he enroll in?

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When did the company notify him the fixed rate was due to expire? Please forward a copy for review.

What was the customer advise regarding the MVR?

Please forward a copy of the sales call and TPV for review.

Please forward all signed documentation for review.

If there is any other relevant information that I should know, it would be greatly appreciated.

Sincerely,

**Cindi Mack**

Public Utilities Commission of Ohio



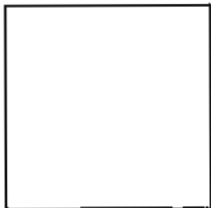
Service Monitoring and Enforcement Department

Customer Service Lead Investigator

(800) 686-PUCO (7826)

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ref:\_00Dt0GzXt.\_500t0FN6AC:ref

**Sariah Brinker**

---

**From:** PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>  
**Sent:** Saturday, March 23, 2019 1:12 PM  
**To:** William Schaaf  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256893 [ ref:\_00Dt0GzXt\_500t0FN6AC:ref ]

Good afternoon,

Thank you for the additional information!

In your recent response you indicated that the customer will final bill for Feb and Mar usage, which hasn't billed yet. Based on the customer's billing information, the account should have billed by now. Please forward the calculations used that the final billing statement with the company.

Additionally, please forward the MVR that the customer was billed for each bill cycle.

Thank you!  
Cindi

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

**From:** William Schaaf [wschaaf@indraenergy.com]  
**Sent:** 3/15/2019 9:24 AM  
**To:** contactthepuco@puco.ohio.gov  
**Cc:** compliance@indracenergy.com  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256893 [ ref:\_00Dt0GzXt\_500t0FN6AC:ref ]

Hello Cindi,

Considering that the customer has expressed financial hardship, we reached out to the customer to discuss his account. In order to resolve his concerns, we came to an agreement that we would rerate his last five variable bills to the rate of 0.0563. Those calculations are provided below. We also intend on billing the customer's final bill at the same rate. This will provide the customer with his final six months with Indra all being effectively billed at the rate of 0.0563. The customer confirmed his acceptance of this adjustment, which will be sent to his utility be applied to his account.

<b>BILLING CYCLE</b>	<b>USAGE</b>	<b>RERATE TO:</b>	<b>CREDIT AMOUNT</b>	<b>TOTAL CREDIT AMOUNT FOR CUSTOMER</b>
1/15/19-2/13/19	4103	\$0.05630	\$667.44	\$2,006.75

12/12/18-1/15/19	4166	\$0.05630	\$659.39
11/13/18-12/12/18	3684	\$0.05630	\$377.46
10/16/18-11/13/18	2657	\$0.05630	\$200.95
9/14/18-10/16/18	1843	\$0.05630	\$101.51

Indra's Variable Electric rate is determined according to the following criteria, taken from Indra's Terms & Conditions:

*"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."*

The following Price Disclosure is also included in Indra's Terms & Conditions:

*"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."*

Let us know if you need anything further. Thanks.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

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

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

**Sent:** Thursday, March 14, 2019 10:50 AM

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Is this company willing to negotiate on an additional reimbursement on the last four billing periods?

Please forward the information used to determine that the MVR would be between 21 and 22 cents.

Thank you!

Cindi

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**Sent:** 3/12/2019 2:02 PM

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

**Cc:** compliance@indraenergy.com

**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256893 [ ref:\_00Dt0GzXt.\_500t0FN6AC:ref ]

Hello Cindi and the PUCO,

Regarding Case # 00256893, [REDACTED]

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

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

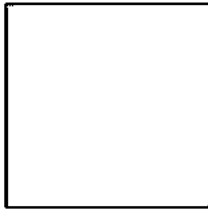
**P:** 888.504.6372

**F:** 718.851.2427

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



**From:** Cindi Mack [mailto:contactthepuco@puc.state.oh.us]  
**Sent:** Wednesday, March 6, 2019 3:58 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256893 [ ref:\_00Dt0GzXt.\_500t0FN6AC:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Electric**

**Please Respond Within 3 Business Days**

**CASE ID:** 00256893

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Dayton, Ohio 45426

**SERVICE ADDRESS:** [REDACTED] Dayton, Ohio 45426

**AIQ:** Palmco Power OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:** [REDACTED]

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Public Utilities Commission of Ohio

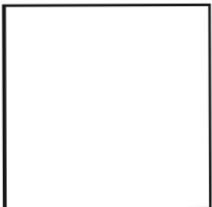
Service Monitoring and Enforcement Department

Customer Service Lead Investigator

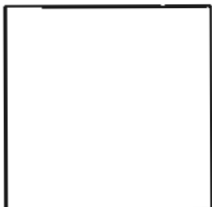
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ref:\_00Dt0GzXt,\_500t0FN6AC:ref



## Sariah Brinker

---

**From:** William Schaaf  
**Sent:** Friday, March 15, 2019 9:25 AM  
**To:** PUCO Consumer Call Center  
**Cc:** Indra Energy Compliance  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256893 [ ref:\_00Dt0GzXt\_500t0FN6AC:ref ]

Hello Cindi,

Considering that the customer has expressed financial hardship, we reached out to the customer to discuss his account. In order to resolve his concerns, we came to an agreement that we would rerate his last five variable bills to the rate of 0.0563. Those calculations are provided below. We also intend on billing the customer's final bill at the same rate. This will provide the customer with his final six months with Indra all being effectively billed at the rate of 0.0563. The customer confirmed his acceptance of this adjustment, which will be sent to his utility be applied to his account.

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William Schaaf – Asst. Compliance Officer



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

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**Sent:** Thursday, March 14, 2019 10:50 AM  
**To:** William Schaaf <wschaaf@indraenergy.com>  
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Thank you!  
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**Sent:** 3/12/2019 2:02 PM  
**To:** contactthepuco@puc.ohio.gov  
**Cc:** compliance@indracenergy.com  
**Subject:** RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256893 [ ref:\_00Dt0GzXt.\_500t0FN6AC:ref ]

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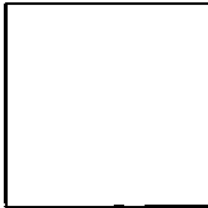
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**F:** 718.851.2427

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

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**Sent:** Wednesday, March 6, 2019 3:58 PM  
**To:** Indra Energy Compliance <Compliance@indraenergy.com>  
**Subject:** PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256893 [ ref:\_00Dt0GzXt\_500t0FN6AC:ref ]



**Initial Submission of a Consumer Complaint**

**Provider of Electric**

**Please Respond Within 3 Business Days**

**CASE ID:** 00256893

**COMPANY:**

**CUSTOMER:** [REDACTED]

**ADDRESS:** [REDACTED] Dayton, Ohio 45426

**SERVICE ADDRESS:** [REDACTED] Dayton, Ohio 45426

**AIQ:** Palmco Power OH LLC

**SERVICE ACCOUNT NUMBER:** [REDACTED]

**NIQ:** [REDACTED]

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Public Utilities Commission of Ohio

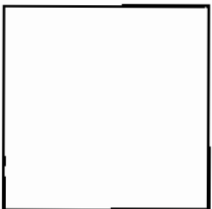
Service Monitoring and Enforcement Department

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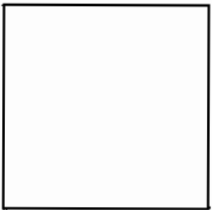
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**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**10/10/2019 12:21:57 PM**

**in**

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

Summary: Exhibit Ex. 7 Part 15 Filed by the Office of the Ohio Consumers' Counsel electronically filed by Ms. Deb J. Bingham on behalf of Etter, Terry L.