

From: Emmons, Pamela <Pamela.Emmons@maine.gov>
Sent: Thursday, November 01, 2018 1:50 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-3766

Dear Ms. Williams:

The information you have provided is incomplete; therefore, please provide the remaining information that was requested on October 17th as soon as possible.

Sincerely,
Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Thursday, November 01, 2018 2:16 PM
To: Emmons, Pamela <Pamela.Emmons@maine.gov>
Subject: [EXTERNAL SENDER] 2018-C-3766

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case #2018-C-3766.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint with the Maine Public Utilities Commission ("MPUC") claiming to have been slammed. [REDACTED] claims she did not recall signing up for service in January 2018.

Investigative Results:

- On 12/21/2017, [REDACTED] authorized the electric enrollment with door-to-door salesperson, David Miles, with third party vendor, Energy Group Consultants, LLC. As a result, the electric account enrolled on the Electricity Maine's 100% Green 12-month plan at the rate of 10.49 cents/kWh with a \$0 Monthly Service Fee ("MSF") and \$100 Early Termination Fee ("ETF"). (TPV Attached)
- On 1/18/2018, the electric account became active with EME.
- On 5/10/2018, [REDACTED] contacted EME to cancel the electric account claiming to have no knowledge of how the account enrolled with EME. [REDACTED] explained she contacted Central Maine Power ("CMP") to set up a payment plan and denied because EME was the electric supplier. The EME agent submitted the cancellation request to the utility and explained the electric account would terminate on the next scheduled meter read date.

- On the same day, [REDACTED] contacted EME to explain she filed a complaint and requested to have the electric account terminated with EME the same day. The EME agent explained the termination date is determined by the utility company and to allow 1-2 billing cycles.
- On 5/16/2018, the electric account terminated with EME.
- On 7/5/2018, EME contacted [REDACTED] after receiving a voicemail message from [REDACTED] requesting to cancel the electric account.
 - On the same day, EME contacted [REDACTED] to explain the electric account terminated with EME on 5/16/2018.
- 10/17/2018, EME received MPUC Case #2018-C-3766.

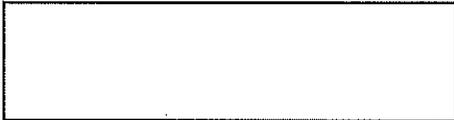
Outcome:

We would like to confirm that per the attached TPV, [REDACTED], willingly and knowingly authorized the electric enrollment to EME. For this reason, we have deemed the enrollment as valid with no credits or adjustments warranted.

As it stands, the electric account terminated with EME on 5/16/2018 with the termination date being solely determined by the utility and not EME.

Please let me know if you have any further questions or concerns.

Kindest Regards,



Brandi Williams | Consumer Affairs Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 281-833-4103
bwilliams@providerpower.com | <https://www.providerpower.com>

From: Emmons, Pamela <Pamela.Emmons@maine.gov>
Sent: Wednesday, October 17, 2018 12:05 PM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-3766

Good afternoon:

[REDACTED] was in contact with CASD sometime ago about a possible slamming matter with EM. She stated that she did not recall signing up for the service in January 2018. It is understood that EM was removed from her account following her contact with EM in May.



Guilford ME 04443

Utility Account No [REDACTED]

Would you please provide me with the following information as soon as possible but not later than Nov 1, 2018:

- 1) Copy of the Welcome Package
- 2) Copy of contract
- 3) Copy to TVP
- 4) All customer contact records.

Thank you for your assistance with this matter!

Pamela J. Emmons

Senior Consumer Assistance Specialist

Consumer Assistance & Safety Division

Maine Public Utilities Commission

18 State House Station

Augusta, ME 04330

Hot Line Number: 800 452-4699

Direct Line 207-287-4937

Fax: 207-287-6889

pamela.emmons@maine.gov



STATE OF MAINE
PUBLIC UTILITIES COMMISSION

REDACTED

Mark A. Vannoy
CHAIRMAN

Harry Lanphear
ADMINISTRATIVE DIRECTOR

R. Bruce Williamson
Randall D. Davis
COMMISSIONERS

December 12, 2018

[REDACTED]
Guilford, ME 04443

RE: CASD Case: 2018-C-3766 – Electricity Maine, LLC (EM)
Account Number: [REDACTED]

Dear [REDACTED]:

On May 10, 2018, you contacted the Consumer Assistance & Safety Division (CASD) regarding EM being your supplier. You stated that in January a door-to-door salesperson from EM came to your home and you do not recall signing up for EM to be your supplier. You asked the CASD for assistance.

I requested information from EM as it relates to this case. EM indicated that on December 21, 2017, you authorized the enrollment with David Miles, a door-to-door sale representative for EM. The enrollment was completed during the third-party verification (TVP) call, also on December 21st. On January 18, 2018, EM became your supplier. On May 10, 2018, you contacted EM stating that you no longer wanted EM as your supplier. EM terminated service on May 16, 2018, and you were returned to the standard offer pricing (SOP). Also, as part of my investigation, I requested EM to provide copies of your welcome package and contract; however, EM was unable to locate them. Upon discovery of this, EM processed the necessary documentation to remove your account from its records; therefore, you will not be responsible for services provided by EM. In addition, EM will forgive its billing of services for the period between January 18, 2018 through May 16, 2018 in the amount of \$251.46 and you will not be subject to an early termination fee.

By EM forgiving your billing and by waiving the early termination fees, the cause of your complaint has been settled; therefore, I am closing this case as resolved.

I have attempt to reach several times; however, I was unable to leave you a message because your voice mail box isn't setup. If you need to speak with me about this case, I am available by telephone weekdays at 800-452-4699. If you reach my voicemail, please leave your name, telephone number, the CASD Case Number shown above, and the reason for your call. If you prefer, you can reach me either by mail at: Maine Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018, or by e-mail at pamela.emmons@maine.gov.

Sincerely,

Pamela Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
cc: Electricity Maine, LLC (via email)

LOCATION: 101 Second Street, Hallowell, ME 04347

MAIL: 18 State House Station, Augusta, ME 04333-0018

PHONE: (207) 287-3831 (VOICE)

TTY: 711

FAX: (207) 287-1039

663

| Casenumbr | DocName | createdby | CreatedDate |
|-------------|---|---------------|-------------|
| 2018-C-3766 | Request for account information.msg | Pamela.Emmons | 10/17/2018 |
| 2018-C-3766 | EME email to CASD EME does not have customer account records..msg | Pamela.Emmons | 11/5/2018 |
| 2018-C-3766 | TVP.msg | Pamela.Emmons | 11/6/2018 |
| 2018-C-3766 | EM to refund customer diffrence between what was bill and SOP.msg | Pamela.Emmons | 12/4/2018 |
| 2018-C-3766 | EXTERNAL SENDER 2018-C-3766.msg | Pamela.Emmons | 12/4/2018 |
| 2018-C-3766 | Email resolution letter to CEP.msg | Pamela.Emmons | 12/12/2018 |

Note:-Deleted Documents are not included in the Export.



Date :03-26-2019

Maine Public Utilities Commission

Cad Case No.2018-C-5229

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|-----------------------|
| Case Number: | 2018-C-5229 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 7/27/2018 10:26:19 AM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | | Disposition Date: | |
| Appealed: | | Violation: | |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Open | Assigned Staff: | Somers Elizabeth |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|--------------|--------------------------|---|-------------------|
| 1. | 11/13/2018 3:52:47 PM | On November 7, I spoke with Ms. Lusk(EM) about this customer's account. Ms. Lusk agreed that because they enrolled the customer prior to providing the rescission period, that EM would re - rate her account can provide the information as soon as this was done. | Elizabeth.Somers |
| 2. | 11/2/2018 4:53:49 PM | Attached is the information received from EM on 8-30 | Elizabeth.Somers |
| 3. | 8/15/2018 9:39:04 AM | I attempted to contact [REDACTED] but was unable to reach her or leave a message. attached is my email to EM for data | Elizabeth.Somers |
| 4. | 7/27/2018 10:29:31 AM | CMP assured her that she will go back to standard offer next month but she is contesting what she paid to Electricity Maine already. | Sheila.Pierce |
| 5. | 7/27/2018 10:27:56 AM | Caller was told by someone on social media - who is an employee of Electricity Maine - that the Auburn Electricity Maine office is closing today for good and that all calls will be referred to Jamaica. | Sheila.Pierce |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-C-5229
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :

Complainant's First Name : [REDACTED]
 Complainant's Last Name : [REDACTED]
 Complainant's Telephone : [REDACTED]

Service Information

Service Name :
 Service Address : [REDACTED]
 Service City : Lewiston
 Service Zip Code : 04240

Is your mailing address is
 different than service address : No
 Service Address
 (Continued) : [REDACTED]
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility
 Company? Yes

Utility/Industry Subtype : CEPs
 Utility Account Number : 003359215
 Date of Contact : 06/06/2018

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
 Important Decision : No
 Is Possible Violation : No

Disposition Type :
 Comments :

Other Information

Abatement Amount(\$):

Customer was signed up for
 Electricity Maine without

Customer complaint :

her authorization. A door to door sales person came to her house and her boyfriend, who does not live there, said to just send her some information and she would look at it. The rep took her information off her mailbox. When she received the welcome package she immediately called them and said she did not sign up for this and did not want it. They said they would immediately cancel it. She got a bill from CMP and it states that she is \$67.18 in arrears to Electricity Maine. She wants this cancelled. She tried getting through to Electricity Maine today and cannot get through.

What Customer wants MPUC to do?

Help her get off Electricity Maine and back to standard offer.

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Wednesday, August 15, 2018 9:37 AM
To: 'consumeraffairs@sparkenergy.com'
Subject: 2018-C-5229

Good Morning,

We were contacted by [REDACTED], Lewiston, ME Account number is [REDACTED]

[REDACTED] indicated that a door to door salesperson came to her residence when she wasn't home and that her boyfriend, asked the representative to send her information. She stated that when she received the welcome packet, she immediately contacted EM to request they cancel.

For this complaint please provide the following information as soon as possible but not later than August 29, 2018:

- A copy of the TPV
- A copy of the Welcome packet with the terms of the contract
- Date customer account was enrolled with EM
- Date customer contacted EM to cancel
- Date request to drop was submitted to CMP

Thank you,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Thursday, August 30, 2018 2:43 PM
To: Somers, Elizabeth
Cc: Regulatory
Subject: RE: 2018-C-5229
Attachments: [REDACTED] TPV.WAV; [REDACTED] 003359215 Welcome Letter.pdf

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case #2018-C-5229.

Thank you for bringing [REDACTED] concern to our attention and for allowing us the opportunity to address it.

[REDACTED] has filed a complaint with the Maine Public Utilities Commission ("MPUC") because she states that her boyfriend asked the representative for information and as soon as she received the Welcome packet she contacted EME to cancel.

Investigative Results:

- On 5/4/18, [REDACTED] who was identified as the spouse, authorized the enrollment to EME. (TPV Attached)
- On 5/16/18, EME generated and mailed the Welcome Letter. (Letter Attached)
- On 5/17/18, [REDACTED] service became active with EME.
- On 5/30/18, [REDACTED] service terminated with EME.
 - EME received a reinstatement request from utility.
- On 6/4/18 [REDACTED] called in stating she received a Welcome Letter and she has never spoken to anyone so she wanted to cancel. She admitted that her boyfriend signed up but he doesn't live with her so she didn't feel that it was right that the enrollment was authorized. In an effort to appease her, EME offered her a \$10.00 Gift Card, which she accepted.
- On 7/27/18, [REDACTED] called in and requested to be escalated.
 - EME contacted [REDACTED] back and was able to confirm that both account numbers [REDACTED] and [REDACTED] were hers since she just transferred service to a different apartment at the same address.
 - Incoming Drop request received from utility for new address.
- On 8/1/18, [REDACTED] service terminated with EME.
- On 8/16/18, EME received MPUC Case #2018-C-5229.

Outcome:

EME would like to apologize for any inconvenience that the customer may have experienced. Upon review of the TPV, it was confirmed that [REDACTED] who was identified as the spouse, authorized the enrollment. For this reason, the enrollment has been deemed as valid. Due to the transfer of service to her new residence, the service with EME was reinstated. Unfortunately, the system with EME was reflecting as terminated instead of active again. A request has been submitted to adjust the billing periods from 5/30/18 - 8/1/18. If a refund is due, then she can expect a refund check by mail within the next 21 business days.

Please let me know if you have any additional questions or concerns regarding this matter.

Kindest Regards,

Martha Lopez

From: Somers, Elizabeth [mailto:Elizabeth.Somers@maine.gov]

Sent: Wednesday, August 15, 2018 8:37 AM

To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>

Subject: [EXTERNAL] 2018-C-5229

Good Morning,

We were contacted by [REDACTED], Lewiston, ME Account number is [REDACTED]

[REDACTED] indicated that a door to door salesperson came to her residence when she wasn't home and that her boyfriend, asked the representative to send her information. She stated that when she received the welcome packet, she immediately contacted EM to request they cancel.

For this complaint please provide the following information as soon as possible but not later than August 29, 2018:

A copy of the TPV

A copy of the Welcome packet with the terms of the contract

Date customer account was enrolled with EM

Date customer contacted EM to cancel

Date request to drop was submitted to CMP

Thank you,

Beth Somers

Senior Consumer Assistance Specialist

Consumer Assistance and Safety Division

Maine Public Utilities Commission

18 State House Station

Augusta, Maine 04333-0018

Phone: 1-800-452-4699



The Power to HELP

P.O. Box 421289
Houston, TX 77242

My Plan Details

Account Number

Plan

100% Green 12D2D

Rate

12.70 Cents/KWH

Term

12 Months

Monthly Fee

\$0

Early Termination Fee

\$100.00

Service Type

Electric

Service Address

Utility

Central Maine Power

Welcome to the Family!

>001180 00510 004 P51121

Lewiston, ME 04240-

5/16/2018

Dear

Thank you for choosing Electricity Maine as your supplier!

You have selected a great plan to ensure peace of mind.

We've received your request to start service; you will officially be switched on your next meter reading. Please allow 1-2 billing cycles for the changes to take effect on your bill.

Once a customer, you'll enjoy the many benefits of being part of the family, including:

- Local customer care representatives who put you first
- Competitive plans, services and incentive programs

If you need assistance, please feel free to contact us at any time at 1-866-573-2674 or via email at customerservice@electricityme.com.

We look forward to servicing your energy needs.

Warm Regards,

Your Friends at Electricity Maine

REDACTED



TERMS OF SERVICE
Contract Disclosure Statement

| | |
|--------------------------------|--|
| Type of plan | Fixed |
| Price per kWh | 12.70 Cents/KWH |
| Length of plan | 12 Months |
| Late payment fee (if any) | When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. |
| Deposit requirement (if any) | N/A |
| Early termination fee (if any) | \$100.00 |
| Other features (if any) | N/A |
| Right of Rescission: | After you sign up, you will have five (5) calendar days from receipt of this notice, or eight (8) calendar days if this Supply Contract is mailed to you, to reverse or "rescind" your decision. You can rescind orally by calling Electricity Maine at 1-866-573-2674; by email to customerservice@electricityme.com or in writing by mail to Electricity Maine, LLC, PO Box 1150, Auburn, Maine 04211-1150. |
| Toll-free number: | You can contact Electricity Maine with questions or complaints by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You also can contact Electricity Maine through its website at www.electricityme.com . |
| PUC Consumer Assistance: | You may also contact the State of Maine Public Utilities Commission (PUC) with complaints or questions at 1-800-452-4699. Current standard offer prices for comparison and other information about switching your supplier may be found at http://www.maine.gov/meopa/utilities/electric/supply.html . |
| Cancellation of Service: | You have the right to cancel your service with Electricity Maine at any time, subject to any early termination fee that would apply. To cancel service, you must notify Electricity Maine. Electricity Maine is required to notify your electric utility of the cancellation within 2 business days of your request. Electricity Maine will then process the cancellation for you. Unless you have signed up with another supplier, you will receive standard offer service, which is a supply service available to all electricity customers through a process administered by the PUC. |

You will receive two contract renewal notice prior to the end of the term of this contract. You will have the option to reject renewal and instead receive standard offer service or service from another supplier.





Terms Of Service

RESIDENTIAL AND SMALL NON-RESIDENTIAL CUSTOMERS

Electricity Maine, LLC
 Terms of Service
 (Version No. 19)
 Updated: 10/24/2017

1. **Purchase of Electric Generation Service.** Electricity Maine agrees to sell and you agree to buy your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement and the Contract Disclosure Statement (together, the "Supply Contract")—including an agreement for arbitration and class action waiver—throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that Electricity Maine provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.
2. **Price Structures.** *For greater clarity, all rates shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed at the fixed rate in cents per kilowatt hour set forth in the price structures set forth on your Contract Disclosure Statement for your actual consumption of electricity. The Price Structure does not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges and any other applicable charges imposed by your local utility or allowed by this Supply Contract. Choosing Electricity Maine as your electricity supplier does not guarantee savings when compared to other Competitive Electricity Providers or the current Standard Offer.
3. **Duration and Kind of Contract; Automatic Renewal.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Contract Disclosure Statement. The email address that you provided us at the time of enrollment will also be used as one method of contacting you for notices, renewals and disclosure information about your account. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with Electricity Maine. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter-reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted.

This Supply Contract will renew automatically unless terminated by you or Electricity Maine per the Termination Provisions set forth in this Supply Contract in Section 4. Between thirty (30) and sixty (60) calendar days prior to the end of the term of service of your Supply Contract, Electricity Maine will send two (2) written renewal notices (the "Renewal Notice"). Each Renewal Notice will notify you



of the existence and operation of this automatic renewal provision and either (i) a Contract Renewal Notice that sets forth the terms of the Supply Contract effective upon the automatic renewal, including any changes in the terms, the fixed rate electricity price that will apply to the renewal period, and the renewal term length, which shall not exceed the term of the existing contract term, or 12 months, whichever is shorter or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue until such time as a Contract Renewal Notice issues. During the Holdover Term or Contract Renewal you may cancel the Supply Contract without payment of any "Cost Recovery Fee."

4. **Termination Provisions.** Electricity Maine may terminate this Supply Contract in the event of your default as set forth in Section 5. Electricity Maine may terminate this Supply Contract in its sole discretion for any other reason upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract or Holdover Term described in Section 3. You may terminate this Supply Contract in writing or by phone with Electricity Maine at least 30 days prior to your contract end date and until such time as the Utility completes the termination in accordance with its rules. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a "Cost Recovery Fee" outlined in Section 9, which fee will not apply if you terminate during the Holdover Term or Contract Renewal. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination.

5. **Payment of Bills.** The cost of your electric generation service will be included on your bill from the Utility, and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply Contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. Electricity Maine reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. IN THE EVENT YOU DEFAULT IN YOUR PAYMENT OR OTHER OBLIGATIONS UNDER THIS SUPPLY CONTRACT, ELECTRICITY MAINE HAS THE RIGHT TO CANCEL THIS SUPPLY CONTRACT, AT WHICH TIME YOU WILL AUTOMATICALLY BE TRANSFERRED TO THE UTILITY'S STANDARD OFFER RATE PLAN. You will remain responsible for balances owed to Electricity Maine for generation service and Electricity Maine's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs. If at any time you enter into a payment plan with the Utility while you have an outstanding balance owed to Electricity Maine, you must notify Electricity Maine within fifteen (15) days of entering into such a plan. Outstanding balances owed to Electricity Maine may not be accounted for by the Utility payment plan, may appear as a separate balance on your bill, and will remain your responsibility. You agree to allow the utility to share your payment information for the purpose of consolidated billing.

6. **Credit Reporting.** When you first apply for service and during the term of the Supply Contract with Electricity Maine, Electricity Maine may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, Electricity Maine reserves the right to report your payment history to a credit reporting agency.

7. **Customer Deposits.** Electricity Maine does not require a customer deposit to enroll.

8. **Warranty Disclaimer; Damages; Force Majeure.**



ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY ELECTRICITY MAINE ON AN "AS IS" BASIS. ELECTRICITY MAINE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ELECTRICITY MAINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY.

You agree that Electricity Maine shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Electricity Maine shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. Electricity Maine's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall Electricity Maine be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. Electricity Maine will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Electricity Maine's control (Force Majeure events) may result in interruptions in service and Electricity Maine shall not be liable for any such interruptions. Electricity Maine does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that Electricity Maine shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond Electricity Maine's control.

9. Charges, Fees and Penalties. You will be charged for electric generation service supplied at the contract rate. Except as provided in this Supply Contract, no additional fees will be assessed to you by Electricity Maine unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for Electricity Maine to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee" of \$100.00. Electricity Maine reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation service, late payment or interest charges owed to your Utility as per Section 4 of this agreement. In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the Maine PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the Maine PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in Electricity Maine incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge. We may charge you up to \$25 for any returned check.

10. 10. Estimated Bills. In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill.



Electricity Maine reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.

11. Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products.

Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index.

Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results.

12. Right to Rescind. YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN FIVE (5) CALENDAR DAYS FROM RECEIPT OF THIS SUPPLY CONTRACT, OR WITHIN EIGHT (8) CALENDAR DAYS IF THIS SUPPLY CONTRACT IS MAILED TO YOU. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING THREE MEANS:

- a) By telephone at: 1-866-573-2674;
- b) By mailing us a written notice to rescind at:

Electricity Maine, LLC
PO Box 1150
Auburn, Maine 04211 -1150; or

- c) By email through customerservice@electricityme.com.

13. Questions and Complaints. If you have a question or complaint about your electricity supply, you can contact Electricity Maine by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us through our website at www.electricityme.com.

14. Standard Offer Generation Service. All retail electricity customers in Maine are entitled to purchase their electricity supply from a competitive supplier or through standard offer service. Standard offer service is provided automatically to customers who do not sign a contract with a supplier for their electricity supply.

15. Changes in Terms of Service. In the event of any change in these Terms of Service during the term of this Supply Contract, Electricity Maine will notify you in writing by your email address on record between 30 and 60 calendar days in advance of such change. Except in connection with a renewal pursuant to Section 3, you must affirmatively consent to the effectiveness of the modified Terms of Service before such changes will become effective.

16. Assignment. This Supply Contract may be assigned or transferred by Electricity Maine to another competitive electricity provider without your consent if there is no change in the terms of the Supply Contract upon assignment. Notice of such assignment shall be provided to your e-mail address on record within 30 days after the assignment. You may not assign this Supply Contract, in whole or



part, or any of your rights or obligations hereunder, without prior written consent from Electricity Maine. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than Electricity Maine and you.

17. Do-Not-Call List. The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.

18. Consumer Protection Rights. You may contact the Maine Public Utilities Commission to obtain information on consumer protection rights by calling the Commission's Consumer Assistance Division Hotline at 1-800-452-4699, Monday through Friday, 9:00 a.m. to 4:00 p.m. or by writing to the Commission at:

Maine Public Utilities Commission
 Consumer Assistance Division
 18 State House Station
 Augusta, ME 04333-0018

19. Net Metering. If your account is subject to Net Metering under Chapter 313 (CNEBA) of the Rules of the Maine Public Utilities Commission, it requires an additional contract to be signed with Electricity Maine to cover specific payment arrangements for excess payment of power purchased over historical account usages at the time of enrollment. In addition to these terms, and ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be signed prior to enrollment of this account. Failure to sign this agreement may result in immediate return to Standard Offer of your account. Please call Electricity Maine at 1-866-573-2674 to set up this arrangement.

20. Meter Usage Information. Electricity Maine has authority to act as your agent to obtain Advanced Metering Information (AMI) and Historical Usage information for your account as part of this supplier agreement.

21. MANDATORY ARBITRATION AND CLASS ACTION WAIVER AGREEMENT.

- a. Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of your enrollment, purchase, these Terms of Service, or the relationship among the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between us, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.
- b. Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Electricity Maine at 306 Rodman Road, Auburn, ME, 04210 or (2) to you at the postal address on file with



us. Both you and Electricity Maine agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

- c. Right to Opt Out of this Arbitration Agreement. You may opt out of this Arbitration Agreement within the first 30 days after the earliest of the first time you (a) enroll and begin purchasing services from Electricity Maine; or (b) sign up for any further program or service provided by Electricity Maine. You may also opt out of this Arbitration Agreement within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email through Electricity Maine's website at electricityme.com or by sending a letter to 306 Rodman Road, Auburn, ME, 04210. You should include your printed name, mailing address, and the words "Reject Arbitration."

- d. How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. Arbitration shall take place in the country of your residence, as determined by your mailing address on file with us. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys' fees and costs against you. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

- e. Waiver of Right to Bring Class Action & Representative Claims. All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

- f. Governing Law. This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the Claim, the law of your residence, as determined by your mailing address on file with us, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."



22. You acknowledge and agree that this Supply Contract and the transaction(s) under this Supply Contract constitute a “forward contract” within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of this application of principles afforded “forward contracts” the provisions of Section 366 shall not apply to you or this Agreement.



| Casenumbr | DocName | createdby | CreatedDate |
|-------------|--------------------|------------------|-------------|
| 2018-C-5229 | 2018-C-5229.msg | Elizabeth.Somers | 8/15/2018 |
| 2018-C-5229 | RE 2018-C-5229.msg | Elizabeth.Somers | 11/2/2018 |

Note:-Deleted Documents are not included in the Export.



Date :03-26-2019

Maine Public Utilities Commission

Cad Case No.2018-C-5376

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|----------------------|
| Case Number: | 2018-C-5376 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 8/2/2018 11:28:08 AM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | | Disposition Date: | |
| Appealed: | | Violation: | |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Open | Assigned Staff: | Somers Elizabeth |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|--------------------------|---|------------------|
| 1. | 2/15/2019 2:24:17 PM | I left a voicemail for Ms. Lusk at EM because [REDACTED] CMP bill still shows a balance of \$26.50 due to EM. I asked her to give me a call to discuss the matter. Attached is the email to Ms. Lusk. | Elizabeth.Somers |
| 2. | 2/15/2019 2:04:53 PM | Attached is the email from EM regarding the rerating of the account | Elizabeth.Somers |
| 3. | 11/14/2018 4:37:38 PM | I called [REDACTED] to relay the information about the request to drop his service. I let him know that the drop date depends on the meter cycle and let him know that I would follow up with EM. | Elizabeth.Somers |
| 4. | 11/13/2018 2:49:22 PM | Attach: response from Ms. Lusk confirming they would submit the cancellation and complete the re-rate when service ends. | Elizabeth.Somers |
| 5. | 11/9/2018 11:55:45 AM | Attach: Email to Ms. Lusk asking about re rating the account and dropping the customer | Elizabeth.Somers |
| 6. | 11/8/2018 11:04:26 AM | I spoke with [REDACTED] who indicated that he would like to return to the SO. We discussed that his account currently shows that he owes EM 149.86 which includes the current charges. He would like to make a payment so we discussed that I would call him next Wednesday to confirm if I can, what his obligation to EM is. | Elizabeth.Somers |
| 7. | 11/8/2018 9:40:23 AM | I spoke with Ms. Lusk who agreed that this account would be rerated to the standard offer rate and if a credit is due, would be providing a refund. I asked her if EM considered this resolved and she agreed that this would resolve the case. I advised her that I would confirm with the customer that this was resolved and if so would close the complaint and notify EM once I receive the re-rate. I received an email from Ms. Lusk seeking clarification for this and another complaint with regard to the customer still being a customer | Elizabeth.Somers |
| 8. | 11/6/2018 3:41:34 PM | I left a voicemail for April Lusk regarding this case and two others. I provided the case numbers and my concern that in each case, there were steps that weren't taken as required by | Elizabeth.Somers |

the rule before enrolling the customer. I told her that I wanted to speak with her about what her thoughts would be in providing a resolution for the customers. I asked her to call me and provided my direct line and I told her that I hoped to wrap them up this week. I told her that I would follow up with an email. (attached)

- | | | | |
|-----|--------------------------|--|------------------|
| 9. | 8/15/2018 12:28:32 PM | Attach: data | Elizabeth.Somers |
| 10. | 8/2/2018 2:18:30 PM | Attach: email to EM for Data | Elizabeth.Somers |
| 11. | 8/2/2018 11:28:18 AM | I discussed concerns with [REDACTED] pertaining to his CMP account and his Electricity Maine accounts. He doesn't know what the details of his contract are and doesn't believe that he received any information about his enrollment. | Elizabeth.Somers |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-C-5376

Complainant's Middle Name :

Complainant's Suffix :

Complainant's Email Address :

Complainant's Telephone Number
(Secondary) :

Complainant's First Name :

Complainant's Last Name :

Complainant's Telephone :



Service Information

Service Name :

Service Address :

Service City :

Service Zip Code :

Newport

04953

Is your mailing address is
different than service address : No

Service Address
(Continued) :

Service State : MAINE

Utility Detail

Utility/Industry Type :

Utility Company Name :

Have you contacted Utility
Company?

Electric

ELECTRICITY MAINE, LLC

Yes

Utility/Industry Subtype : CEPs

Utility Account Number :

Date of Contact : 08/01/2018



Other Detail

Issues :

CEP Terms of Service

Disposition Detail

Case Status :

Important Decision :

Is Possible Violation :

Open

No

Disposition Type :

Comments :

Other Information

Abatement Amount(\$):

I discussed concerns
with 

Customer complaint :

pertaining to his CMP account and his Electricity Maine accounts. He doesn't know what the details of his contract are and doesn't believe that he received any information about his enrollment.

What Customer wants MPUC to do?

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Wednesday, February 13, 2019 12:21 PM
To: Somers, Elizabeth
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376
Attachments: [REDACTED]003299008-Provider-CMP Re-Rate.xlsx; [REDACTED] Re-rate.PNG; [REDACTED] Refund.PNG

Good morning Ms. Somers,

Thank you for your patience concerning this matter.

Please be advised that the rerate calculations for Case # 2018-C-5995 for [REDACTED] are attached for the amount of \$324.36. As such, he can expect to receive this refund in the form of a check via US mail within the next 21 business days.

Additionally, the re-rate calculations for Case # 2018-C-5376 for [REDACTED] are also attached for the amount of \$173.70. As such, her can expect to receive this refund in the form of a check via US mail within the next 21 business days.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, February 06, 2019 1:21 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon Ms. Lusk,

Can you confirm that this account has been returned to the standard offer and provide the amount of the re-rate?

Thank you,

Beth Somers

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Tuesday, December 04, 2018 9:30 AM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good morning,

Yes , we will submit the cancellation request and once the service terminates a re-rate will be submitted.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Tuesday, December 04, 2018 8:28 AM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

Could you please proceed with the drop request and rerating?

Thank you,

Beth Somers

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Monday, December 03, 2018 12:12 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Thank you. We will wait until tomorrow to submit the cancellation request and the re-rate request.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, December 03, 2018 11:09 AM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

Yes. Since we agreed that the customer was not provided with his rescission period, I would request that you submit the cancellation and rerate through the end of service date. However, I did leave a second message for [REDACTED] requesting he contact me today if he did not wish to return to the standard offer. So if you could wait to proceed until tomorrow, I will let you know if he responds.

Thank you,

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Monday, December 03, 2018 10:21 AM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good morning,

Thank you for the update. EM is able to provide a re-rate to [REDACTED] at the standard rate from inception to 9/27/2018 (the date EM responded to this complaint) but because his account is still active going forward he will be charged

monthly at EM's rate unless he chooses to cancel the service and return to the utility? Are you stating to adjust the billing and submit a cancellation request?

Best regards,

April Lusk



April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, December 03, 2018 7:41 AM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

I have not heard from [REDACTED] Since he came to us because of his concern about being improperly enrolled, I would request that EM return the account to the standard offer.

Could you please update me with the information of when this will occur and when the re-rate will be completed?

Thank you,

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Tuesday, November 13, 2018 2:35 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Thank you. I look forward to hearing back from you.



April Lusk | Regulatory Specialist
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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Tuesday, November 13, 2018 1:34 PM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon Ms. Lusk,

I was unable to connect with [REDACTED] and left him a voicemail requesting that he contact me. I will update you when I hear from him.

Thank you,

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Monday, November 12, 2018 3:02 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good afternoon Ms. Somers,

Thank you for the update regarding [REDACTED] for 2018-C-5376. I have submitted the cancellation request and once the service terminates a re-rate will be submitted from inception to the termination date.

Additionally, has there been any update on 2018-C-5995?

Best regards,

April Lusk



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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Thursday, November 08, 2018 10:10 AM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

I just spoke with [REDACTED] regarding his complaint. (2018-C-5376). He requested that his account be returned to the standard offer and understands that he won't incur an ETF. I reviewed his account with him and discussed that EM would be reverting his account. I advised him that he may owe a balance to EM since there is still a past due on the account. He would like to make a payment soon, so I am wondering if it is possible to expedite the calculations so that I may provide him the amount due.

Thank you for your assistance in this matter.

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Wednesday, November 07, 2018 3:09 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Thank you. I will await your response.



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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, November 07, 2018 1:46 PM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon,

I will need to check with the complainants to confirm that they did not want to continue as customers. Generally when they come to us with these kind of disputes, they have already taken the step of cancelling either directly with the CEP or through the T&D.

I will let you know what I find out.

Thank you,

Beth Somers

From: April Lusk [mailto:alusk@providerpower.com]
Sent: Wednesday, November 07, 2018 12:26 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good morning Ms. Somers,

The two accounts above are still active and are not pending termination. Are we to re-rate to the utility's rate from inception up until the most recent invoice that generated for each and then continue to bill them at the rate at which they enrolled? As such, if they continue to remain active the rate accepted on the TPV would be what is assessed monthly going forward for both accounts.

Please let me know how to proceed.

Thank you,

April Lusk



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| MSF | Tax | Total invoice | Variance | | | | | | | | | | |
|--------|--------|---------------|----------|-----------|--|--|--|--|--|--|--|--|--|
| \$0.00 | \$0.00 | \$92.04 | -\$48.94 | -\$324.36 | | | | | | | | | |
| \$0.00 | \$0.00 | \$38.10 | -\$19.14 | | | | | | | | | | |
| \$0.00 | \$0.00 | \$30.65 | -\$15.40 | | | | | | | | | | |
| \$0.00 | \$0.00 | \$48.95 | -\$26.95 | | | | | | | | | | |
| \$0.00 | \$0.00 | \$41.50 | -\$23.96 | | | | | | | | | | |
| \$0.00 | \$0.00 | \$37.31 | -\$20.07 | | | | | | | | | | |
| \$0.00 | \$0.00 | \$62.73 | -\$32.30 | | | | | | | | | | |
| \$0.00 | \$0.00 | \$121.90 | -\$67.32 | | | | | | | | | | |
| \$0.00 | \$0.00 | \$125.15 | -\$70.27 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |

| Service Period | Usage | Total invoice | Rerate | Correct rate |
|-------------------------|--------|---------------|--------|--------------|
| 2/23/2018 - 3/21/2018 | 461.00 | \$54.86 | >>>>>> | 0.079206 |
| 3/23/2018 - 4/22/2018 | 525.00 | \$62.48 | >>>>>> | 0.079206 |
| 4/24/2018 - 5/20/2018 | 477.00 | \$57.90 | >>>>>> | 0.079206 |
| 5/22/2018 - 6/20/2018 | 510.00 | \$62.39 | >>>>>> | 0.079206 |
| 6/22/2018 - 7/22/2018 | 528.00 | \$64.61 | >>>>>> | 0.079206 |
| 7/24/2018 - 8/20/2018 | 450.00 | \$53.55 | >>>>>> | 0.079206 |
| 8/22/2018 - 9/20/2018 | 400.00 | \$47.60 | >>>>>> | 0.079206 |
| 9/22/2018 - 10/21/2018 | 409.00 | \$48.67 | >>>>>> | 0.079206 |
| 10/23/2018 - 11/20/2018 | 489.00 | \$58.19 | >>>>>> | 0.079206 |

REDACTED

| Total invoice | Variance | | <div style="text-align: center; font-size: 2em; font-weight: bold;">-\$173.70</div> |
|---------------|----------|--|---|
| \$36.51 | -\$18.35 | | |
| \$41.58 | -\$20.90 | | |
| \$37.78 | -\$20.12 | | |
| \$40.40 | -\$21.99 | | |
| \$41.82 | -\$22.79 | | |
| \$35.64 | -\$17.91 | | |
| \$31.68 | -\$15.92 | | |
| \$32.40 | -\$16.27 | | |
| \$38.73 | -\$19.46 | | |

REDACTED

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Friday, February 15, 2019 2:38 PM
To: 'April Lusk'
Subject: 2018-C-5376

Good Afternoon Ms. Lusk.

I left a voicemail about [REDACTED] account information. You provided a refund amount of \$173.70 based on your re-rating his account. His most recent information shows that a balance forward of \$26.50 is due to Electricity Maine. I would assume that this would be sent back to EM for collection on the next billing cycle.

I'm wondering if it makes more sense to wait until this happens so that the customer won't receive a credit and then end up owing a balance.

Please give me a call or respond via email and let me know your thoughts.

Respectfully,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 207-287-3846

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Thursday, August 02, 2018 2:14 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: 2018-C-5376

Good Afternoon,

I spoke with EM Customer, [REDACTED], Account # [REDACTED].

In our conversation he told me that he signed up with EM when solicitors visited his home and told him that his electricity bill would be less if he agreed to EM as his supplier. He stated that after completing the TPV, he was handed a piece of paper or a brochure, but that he does not recall receiving his terms of service.

Please provide the following information as soon as possible but not later than August 16, 2018:

- A copy of the TPV
- A copy of the welcome packet that was provided to the customer
- Date customer was enrolled in EM as a supplier

In addition [REDACTED] stated that he was receiving dunning calls/texts over the past few days. It appears that CMP hasn't shipped back any charges to EM at this juncture. Can you please explain how EM was notified?

Thank you.

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Tuesday, August 14, 2018 4:49 PM
To: Somers, Elizabeth
Subject: RE: 2018-C-5376
Attachments: [REDACTED] TPV.WAV

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case # [REDACTED].

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] filed a complaint because he states he signed up with Electricity Maine to have a lower rate. Additionally, he states after completing the TPV he does not recall receiving his terms of service.

Investigative Results:

- On 1/31/2018, [REDACTED] authorized the electric enrollment to Electricity Maine onto the 100% Green 12 month plan with a sales agent from Energy Group Consultants. This plan offers the rate of 11.90 cents/kWh with \$0 Monthly Service Fee and \$100 Early Termination Fee ("ETF"). (TPV Attached)
- On 2/23/2018, the electric service became active with Electricity Maine.
- On 7/27/2018, [REDACTED] contacted Electricity Maine regarding his account balance. He was advised that we had only received one payment for the first invoice and no payments for the other four statements which is causing a balance to carry over on the billing. He understood and opted to contact the utility to make payment arrangements.
- On 8/1/2018, [REDACTED] contacted Electricity Maine stating he will contact the utility to see why his bill is not being paid in full.
- On 8/3/2018, Electricity Maine received MPUC Case # [REDACTED].

Outcome:

EME would like to apologize for any inconvenience the customer may have experienced.

We'd like to confirm that due to a system issue that has since been repaired the Welcome letter was unfortunately, not sent. However, the attached TPV authorized by [REDACTED] on 1/31/2018 to Electricity Maine clearly outlines the agreed upon rate per kWh and the contract terms.

As it stands, the bill balance reflected on the billing ledger for the supplier charges is \$248. Please be advised that [REDACTED] is aware of the aforementioned balance due to Electricity Maine and stated he would contact his utility to see why payments have not been remitted for the electric supplier charges.

Lastly, unfortunately, at this time Electricity Maine has not received any updates from the utility or [REDACTED] regarding the delay in payments for the supplier charges.

Please let me know if you have any further questions or concerns.

Best regards,



April Lusk | Regulatory Specialist
306 Rodman Road | Auburn, ME 04210
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Thursday, August 02, 2018 1:14 PM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-5376

Good Afternoon,

I spoke with EM Customer [REDACTED] Account # [REDACTED]

In our conversation he told me that he signed up with EM when solicitors visited his home and told him that his electricity bill would be less if he agreed to EM as his supplier. He stated that after completing the TPV, he was handed a piece of paper or a brochure, but that he does not recall receiving his terms of service.

Please provide the following information as soon as possible but not later than August 16, 2018:

- A copy of the TPV
- A copy of the welcome packet that was provided to the customer
- Date customer was enrolled in EM as a supplier

In addition, [REDACTED] stated that he was receiving dunning calls/texts over the past few days. It appears that CMP hasn't shipped back any charges to EM at this juncture. Can you please explain how EM was notified?

Thank you.

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Tuesday, August 14, 2018 4:49 PM
To: Somers, Elizabeth
Subject: RE: 2018-C-5376
Attachments: [REDACTED].TPV.WAV

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case # [REDACTED]

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] filed a complaint because he states he signed up with Electricity Maine to have a lower rate. Additionally, he states after completing the TPV he does not recall receiving his terms of service.

Investigative Results:

- On 1/31/2018 [REDACTED] authorized the electric enrollment to Electricity Maine onto the 100% Green 12 month plan with a sales agent from Energy Group Consultants. This plan offers the rate of 11.90 cents/kWh with \$0 Monthly Service Fee and \$100 Early Termination Fee ("ETF"). (TPV Attached)
- On 2/23/2018, the electric service became active with Electricity Maine.
- On 7/27/2018, [REDACTED] contacted Electricity Maine regarding his account balance. He was advised that we had only received one payment for the first invoice and no payments for the other four statements which is causing a balance to carry over on the billing. He understood and opted to contact the utility to make payment arrangements.
- On 8/1/2018, [REDACTED] contacted Electricity Maine stating he will contact the utility to see why his bill is not being paid in full.
- On 8/3/2018, Electricity Maine received MPUC Case # [REDACTED]

Outcome:

EME would like to apologize for any inconvenience the customer may have experienced.

We'd like to confirm that due to a system issue that has since been repaired the Welcome letter was unfortunately, not sent. However, the attached TPV authorized by [REDACTED] on 1/31/2018 to Electricity Maine clearly outlines the agreed upon rate per kWh and the contract terms.

As it stands, the bill balance reflected on the billing ledger for the supplier charges is \$248. Please be advised that [REDACTED] is aware of the aforementioned balance due to Electricity Maine and stated he would contact his utility to see why payments have not been remitted for the electric supplier charges.

Lastly, unfortunately, at this time Electricity Maine has not received any updates from the utility or [REDACTED] regarding the delay in payments for the supplier charges.

Please let me know if you have any further questions or concerns.

Best regards,



April Lusk | Regulatory Specialist
306 Rodman Road | Auburn, ME 04210
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Thursday, August 02, 2018 1:14 PM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-5376

Good Afternoon,

I spoke with EM Customer, [REDACTED] Account # [REDACTED]

In our conversation he told me that he signed up with EM when solicitors visited his home and told him that his electricity bill would be less if he agreed to EM as his supplier. He stated that after completing the TPV, he was handed a piece of paper or a brochure, but that he does not recall receiving his terms of service.

Please provide the following information as soon as possible but not later than August 16, 2018:

- A copy of the TPV
- A copy of the welcome packet that was provided to the customer
- Date customer was enrolled in EM as a supplier

In addition, [REDACTED] stated that he was receiving dunning calls/texts over the past few days. It appears that CMP hasn't shipped back any charges to EM at this juncture. Can you please explain how EM was notified?

Thank you.

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Tuesday, November 06, 2018 3:39 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: Complaints

Good Afternoon Ms. Lusk,

I left you a voicemail just now and am following up with an email. I would like to discuss three cases with you. Complaint numbers are 2018-C-5716; 2018-C-5376 and 2018-C-5995.

In each of these complaints I found inconsistencies with how the customer enrollments were processed with respect to the requirements of the rule. I would like to discuss your thoughts about how to provide a resolution for these customers. I am hopeful to finish these complaints this week.

I am wondering if you could give me a call before 5 pm EST at my direct phone line of 207-287-4946. Or, if your schedule doesn't allow for this, can you provide a time that would work with your schedule?

Thank you,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: April Lusk <alusk@providerpower.com>
Sent: Wednesday, November 07, 2018 3:09 PM
To: Somers, Elizabeth
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Thank you. I will await your response.



April Lusk | Regulatory Specialist
 12140 Wickchester Ln, Ste 100 | Houston, TX 77079
 Tel: 832-333-7019 | Fax: 832-320-2979
 alusk@providerpower.com | <https://www.providerpower.com>

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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, November 07, 2018 1:46 PM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon,

I will need to check with the complainants to confirm that they did not want to continue as customers. Generally when they come to us with these kind of disputes, they have already taken the step of cancelling either directly with the CEP or through the T&D.

I will let you know what I find out.

Thank you,

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Wednesday, November 07, 2018 12:26 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good morning Ms. Somers,

The two accounts above are still active and are not pending termination. Are we to re-rate to the utility's rate from inception up until the most recent invoice that generated for each and then continue to bill them at the rate at which they enrolled? As such, if they continue to remain active the rate accepted on the TPV would be what is assessed monthly going forward for both accounts.

Please let me know how to proceed.

Thank you,

April Lusk



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Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Thursday, November 08, 2018 11:10 AM
To: 'April Lusk'
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

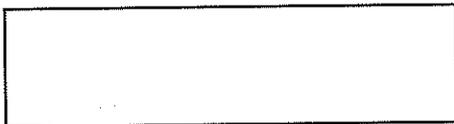
I just spoke with [REDACTED] regarding his complaint. (2018-C-5376). He requested that his account be returned to the standard offer and understands that he won't incur an ETF. I reviewed his account with him and discussed that EM would be rerating his account. I advised him that he may owe a balance to EM since there is still a past due on the account. He would like to make a payment soon, so I am wondering if it is possible to expedite the calculations so that I may provide him the amount due.

Thank you for your assistance in this matter.

Beth Somers

From: April Lusk [mailto:alusk@providerpower.com]
Sent: Wednesday, November 07, 2018 3:09 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Thank you. I will await your response.



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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, November 07, 2018 1:46 PM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon,

I will need to check with the complainants to confirm that they did not want to continue as customers. Generally when they come to us with these kind of disputes, they have already taken the step of cancelling either directly with the CEP or through the T&D.

I will let you know what I find out.

Thank you,

Beth Somers

From: April Lusk [mailto:alusk@providerpower.com]
Sent: Wednesday, November 07, 2018 12:26 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good morning Ms. Somers,

The two accounts above are still active and are not pending termination. Are we to re-rate to the utility's rate from inception up until the most recent invoice that generated for each and then continue to bill them at the rate at which they enrolled? As such, if they continue to remain active the rate accepted on the TPV would be what is assessed monthly going forward for both accounts.

Please let me know how to proceed.

Thank you,

April Lusk



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Poetzsch, Kathy

From: April Lusk <alusk@providerpower.com>
Sent: Monday, November 12, 2018 3:02 PM
To: Somers, Elizabeth
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good afternoon Ms. Somers,

Thank you for the update regarding [REDACTED] for 2018-C-5376. I have submitted the cancellation request and once the service terminates a re-rate will be submitted from inception to the termination date.

Additionally, has there been any update on 2018-C-5995?

Best regards,

April Lusk



April Lusk | Regulatory Specialist
 12140 Wickchester Ln, Ste 100 | Houston, TX 77079
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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Thursday, November 08, 2018 10:10 AM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

I just spoke with [REDACTED] regarding his complaint. (2018-C-5376). He requested that his account be returned to the standard offer and understands that he won't incur an ETF. I reviewed his account with him and discussed that EM would be rerating his account. I advised him that he may owe a balance to EM since there is still a past due on the account. He would like to make a payment soon, so I am wondering if it is possible to expedite the calculations so that I may provide him the amount due.

Thank you for your assistance in this matter.

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Wednesday, November 07, 2018 3:09 PM

To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Thank you. I will await your response.



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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, November 07, 2018 1:46 PM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon,

I will need to check with the complainants to confirm that they did not want to continue as customers. Generally when they come to us with these kind of disputes, they have already taken the step of cancelling either directly with the CEP or through the T&D.

I will let you know what I find out.

Thank you,

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Wednesday, November 07, 2018 12:26 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good morning Ms. Somers,

The two accounts above are still active and are not pending termination. Are we to re-rate to the utility's rate from inception up until the most recent invoice that generated for each and then continue to bill them at the rate at which they enrolled? As such, if they continue to remain active the rate accepted on the TPV would be what is assessed monthly going forward for both accounts.

Please let me know how to proceed.

Thank you,

April Lusk



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| Casenumbr | DocName | createdby | CreatedDate |
|-------------|---|------------------|-------------|
| 2018-C-5376 | 2018-C-5376.msg | Elizabeth.Somers | 8/2/2018 |
| 2018-C-5376 | RE 2018-C-5376.msg | Elizabeth.Somers | 8/15/2018 |
| 2018-C-5376 | Complaints.msg | Elizabeth.Somers | 11/6/2018 |
| 2018-C-5376 | RE EXTERNAL SENDER 2018-C-5995 and 2018-C-5376.msg | Elizabeth.Somers | 11/8/2018 |
| 2018-C-5376 | RE EXTERNAL SENDER 2018-C-5995 and 2018-C-5376 -s.msg | Elizabeth.Somers | 11/9/2018 |
| 2018-C-5376 | RE EXTERNAL SENDER 2018-C-5995 and 2018-C-5376 fin.msg | Elizabeth.Somers | 11/13/2018 |
| 2018-C-5376 | RE EXTERNAL SENDER 2018-C-5995 and 2018-C-5376 0219.msg | Elizabeth.Somers | 2/15/2019 |
| 2018-C-5376 | 2018-C-5376 - follow up.msg | Elizabeth.Somers | 2/15/2019 |

Note:-Deleted Documents are not included in the Export.



Date :03-26-2019

Maine Public Utilities Commission

Cad Case No.2018-C-5919

-----CAD case Metadata-----

| | | | |
|-------------------------------|--|--------------------------------------|----------------------|
| Case Number: | 2018-C-5919 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 8/21/2018 1:40:13 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | UTILITY DID NOT PROVIDE ADEQUATE SERVICE | Disposition Date: | 3/20/2019 3:34:49 PM |
| Appealed: | | Violation: | |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Emmons Pamela |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|--------------------------|---|---------------|
| 1. | 3/20/2019 3:35:42 PM | Possible Violation 305-2 A- Right of Rescission-CEP enrolled customer prior to receipt of T&Cs. | Pamela.Emmons |
| 2. | 3/20/2019 3:30:56 PM | Matter resolved-I called [REDACTED] to verify that she received her refund check. She advised me that she had and that she has been returned to SOP. She said she's satisfied with the results. | Pamela.Emmons |
| 3. | 10/3/2018 10:24:43 AM | I spoke with [REDACTED] advising her that EM will not be billing them an early termination fee (ETF). Additionally, I advised her that she will be receiving a refund check which is the difference between what she was bill between the period of June 5, 2018 through July 2, 2018 and what she should have been bill at the SOP rate. I explained that I did not have the amount of the refund yet. She that was ok because her issue was concerning ETF. I asked her issue had been resolved and she replied that yes it was. She thanked me for looking into her case and wish me a pleasant day. The call ended. I will keep open until I am given the amount of the refund. | Pamela.Emmons |
| 4. | 9/24/2018 8:49:18 AM | Attachment-CEPs response CEP violation activated service prior to receipt of Welcome Package and before the end of the rescission period. Also attached is CASD's response re customer entitled to a refund. | Pamela.Emmons |
| 5. | 8/22/2018 3:01:42 PM | Attachment-Email to CEP requesting account information | Pamela.Emmons |
| 6. | 8/22/2018 12:58:28 PM | I called the number provided and left my contact information. | Pamela.Emmons |
| 7. | 8/22/2018 12:56:08 PM | In-take specialist (LB)- Letter in the mail on June 23 and called on June 25 to cancel. Hannah canceled the service and she called back the next day to make sure and Jose' confirmed. States they are getting charged a cancelation fee, but she does not understand why when she canceled before the time was up. | Pamela.Emmons |

-----CAD Case Details-----

-Complainant's Information

| | | | |
|--|-------------|----------------------------|------------|
| Case Number : | 2018-C-5919 | Complainant's First Name : | [REDACTED] |
| Complainant's Middle Name : | | Complainant's Last Name : | [REDACTED] |
| Complainant's Suffix : | | Complainant's Telephone : | [REDACTED] |
| Complainant's Email Address : | | | |
| Complainant's Telephone Number (Secondary) : | | | |

Service Information

| | | | |
|--------------------|------------|---|-------|
| Service Name : | | Is your mailing address is different than service address : | No |
| Service Address : | [REDACTED] | Service Address (Continued) : | |
| Service City : | Waterville | Service State : | MAINE |
| Service Zip Code : | 04091 | | |

Utility Detail

| | | | |
|---------------------------------------|------------------------|----------------------------|------------|
| Utility/Industry Type : | Electric | Utility/Industry Subtype : | CEPs |
| Utility Company Name : | ELECTRICITY MAINE, LLC | Utility Account Number : | [REDACTED] |
| Have you contacted Utility Company? : | Yes | Date of Contact : | 08/21/2018 |

Other Detail

Issues : CEP Terms of Service

Disposition Detail

| | | | |
|-------------------------|------|--------------------|--|
| Case Status : | Open | Disposition Type : | UTILITY DID NOT PROVIDE ADEQUATE SERVICE |
| Important Decision : | No | Comments : | |
| Is Possible Violation : | Yes | | |

Other Information

Abatement Amount(\$):

Letter in the mail on June 23 and called on June 25 to cancel.

Customer complaint :

Hannah canceled the service and she called back the next day to make sure and Jose' confirmed. States they are getting charged a cancelation fee, but she does not understand why when she canceled before the time was up.

What Customer wants MPUC to do?

Does not believe she owes the money.

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Wednesday, August 22, 2018 3:00 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: 2018-C-5919

Good afternoon Ms. Lusk:

I received a call from [REDACTED] regarding her receipt of a notice from Electricity Maine ("EM") stating that she is subject to a termination fee of \$100.00.

She told me that a door-to-door sale rep went to her home in late May/early June. At that juncture they accepted service. They were advised that they would be getting a Welcome Package within a couple of weeks and that service would commence after the recession period. The Welcome Package was delivered via US Postal on June 23, 2018. On June 25th [REDACTED] contacted EM speaking with Hannah. She advised Hannah that they no longer wished to have EM as their supplier. On June 26th, [REDACTED] call EM a second time to confirm that her request had been taken. She spoke with Jose and he advised her that her recession had been fulfilled.

On August 21, 2018, she received a letter from EM dated August 17, 2018, advising her that she would be billed a termination fee of \$100.00. A review of her utility records show that EM was placed on her account on June 6th

[REDACTED]
Waterville, ME 04901

CMP Account: [REDACTED]

Contact No: [REDACTED]

Would you please send me the following information as soon as possible but not later than September 6, 2018:

- 1) Copy of the TPV
- 2) Copy of Welcome Package/Contract
- 3) All customer contact logs including the telephone calls from 6/25 & 6/26

Should you wish to speak with me about this matter I can be reached at 207 287-4937.

Sincerely,

Pamela J. Emmons

Senior Consumer Assistance Specialist

Consumer Assistance & Safety Division

Maine Public Utilities Commission

18 State House Station

Augusta, ME 04330

Hot Line Number: 800 452-4699

Direct Line 207-287-4937

Fax: 207-287-6889

pamela.emmons@maine.gov

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Friday, September 21, 2018 5:00 PM
To: Emmons, Pamela
Subject: RE: 2018-C-5919
Attachments: [REDACTED] TPV.WAV; [REDACTED] CMP [REDACTED] Welcome Letter 6.7.18.pdf

Good afternoon,

We apologize for the delay in response and appreciate your patience in regards to this matter. As such, please see the below complaint.

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case No. 2018-C-5919.

Thank you for bringing [REDACTED] concerns to our attention and for allowing us to address it.

[REDACTED] filed a complaint because she states a door-to-door sales agent in late May/early June came to her home and she accepted the service for enrollment. However, after receipt of the Welcome Letter [REDACTED] states she contacted Electricity Maine to cancel during the rescission period in June and was advised the enrollment had been rescinded.

Lastly, she states she received a letter in August that she was being assessed an Early Termination Fee of \$100.

Investigative Results:

- On 5/2/2018, [REDACTED] authorized the electric service for enrollment to EME onto a 12 month fixed rate plan at 12.70 cents/kWh with a \$0 Monthly Service Fee and a \$100 Early Termination Fee ("ETF"). (TPV Attached)
- On 6/5/2018, the electric service became active with EME.
- On 6/7/2018, the Welcome letter was sent. (Letter Attached)
- On 6/25/2018, [REDACTED] contacted EME stating he received the Welcome Letter for the enrollment and requested to rescind the enrollment. As such, the EME agent confirmed the electric service had already become effective and would also reflect on his billing despite a cancellation request now being submitted.
- On 7/3/2018, the electric service terminated with EME.
- On 8/21/2018, [REDACTED] contacted EME stating she received a Collections letter regarding an ETF even though she states she cancelled during the rescission period.
- On 8/22/2018, EME received MPUC Case No. 2018-C-5919.

Outcome:

EME would like to apologize for any inconvenience the customer may have experienced.

We'd like to confirm per the attached TPV [REDACTED] authorized the electric enrollment to EME without any objection from the customer on 5/2/2018. As such, the electric service became active with EME on 6/5/2018 and the attached Welcome letter as outlined above was sent via US mail on 6/7/2018.

In reference to rescission of this electric account, we'd like to confirm that the Welcome letter states the enrollment can be rescinded 8 days from receipt of the Welcome letter. As indicated above, the Welcome letter was sent on 6/7/2018.

REDACTED

In as much, since the Welcome letter was mailed; 8 days from 6/7/2018 would be 6/15/2018, however; EME's records reflect that [REDACTED] called and requested cancellation on 6/25/2018 which is 18 days from the date the Welcome letter was sent and unfortunately, outside of the rescission period.

As it stands, we'd like to confirm that EME's records do not reflect an ETF as due. Because of this, we have forwarded the ETF discrepancy to the proper department to ensure [REDACTED] are not assessed an ETF and that any Collection attempts previously made are ceased.

Lastly, [REDACTED] are responsible for the supplier charges assessed as they are for the household's consumption.

Please let me know if you have any further questions or concerns.

Best regards,



April Lusk | Regulatory Specialist
306 Rodman Road | Auburn, ME 04210
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

From: Emmons, Pamela <Pamela.Emmons@maine.gov>
Sent: Wednesday, September 19, 2018 8:32 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] RE: 2018-C-5919

Good morning:

The purpose of this email is to follow-up with you to verify the status of my request from 8/22/2018. Please provide me with the information today.

Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Emmons, Pamela
Sent: Wednesday, August 22, 2018 3:00 PM
To: 'consumeraffairs@sparkenergy.com' <consumeraffairs@sparkenergy.com>
Subject: 2018-C-5919

Good afternoon Ms. Lusk:

I received a call from [REDACTED] regarding her receipt of a notice from Electricity Maine ("EM") stating that she is subject to a termination fee of \$100.00.

She told me that a door-to-door sale rept went to her home in late May/early June. At that juncture they accepted service. They were advised that they would be getting a Welcome Package within a couple of weeks and that service would commence after the recession period. The Welcome Package was delivered via US Postal on June 23, 2018. On June 25th [REDACTED] contacted EM speaking with Hannah. She advised Hannah that they no longer wished to have EM as their supplier. On June 26th, [REDACTED] call EM a second time to confirm that her request had been taken. She spoke with Jose and he advised her that her recession had been fulfilled.

On August 21, 2018, she received a letter from EM dated August 17, 2018, advising her that she would be billed a termination fee of \$100.00. A review of her utility records show that EM was placed on her account on June 6th

[REDACTED]
Waterville, ME 04901
CMP Account: [REDACTED]
Contact No: [REDACTED]

Would you please send me the following information as soon as possible but not later than September 6, 2018:

- 1) Copy of the TPV
- 2) Copy of Welcome Package/Contract
- 3) All customer contact logs including the telephone calls from 6/25 & 6/26

Should you wish to speak with me about this matter I can be reached at 207 287-4937.

Sincerely,
Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov



P.O. Box 421289
Houston, TX 77242

The Power to HELP

Welcome to the Family!

>000400 00540 007 P51121



Waterville, ME 04901



6/7/2018

Dear

Thank you for choosing Electricity Maine as your supplier!

You have selected a great plan to ensure peace of mind.

We've received your request to start service; you will officially be switched on your next meter reading. Please allow 1-2 billing cycles for the changes to take effect on your bill.

Once a customer, you'll enjoy the many benefits of being part of the family, including:

- Local customer care representatives who put you first
- Competitive plans, services and incentive programs

If you need assistance, please feel free to contact us at any time at 1-866-573-2674 or via email at customerservice@electricityme.com.

We look forward to servicing your energy needs.

Warm Regards,

Your Friends at Electricity Maine

My Plan Details

Account Number

Plan

100% Green 12D2D

Rate

12.70 Cents/KWH

Term

12 Months

Monthly Fee

\$0

Early Termination Fee

\$100.00

Service Type

Electric

Service Address

Utility

Central Maine Power



TERMS OF SERVICE
Contract Disclosure Statement

| | |
|--------------------------------|--|
| Type of plan | Fixed |
| Price per kWh | 12.70 Cents/KWH |
| Length of plan | 12 Months |
| Late payment fee (if any) | When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. |
| Deposit requirement (if any) | N/A |
| Early termination fee (if any) | \$100.00 |
| Other features (if any) | N/A |
| Right of Rescission: | After you sign up, you will have five (5) calendar days from receipt of this notice, or eight (8) calendar days if this Supply Contract is mailed to you, to reverse or "rescind" your decision. You can rescind orally by calling Electricity Maine at 1-866-573-2674; by email to customerservice@electricityme.com or in writing by mail to Electricity Maine, LLC, PO Box 1150, Auburn, Maine 04211-1150. |
| Toll-free number: | You can contact Electricity Maine with questions or complaints by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You also can contact Electricity Maine through its website at www.electricityme.com . |
| PUC Consumer Assistance: | You may also contact the State of Maine Public Utilities Commission (PUC) with complaints or questions at 1-800-452-4699. Current standard offer prices for comparison and other information about switching your supplier may be found at http://www.maine.gov/meopa/utilities/electric/supply.html . |
| Cancellation of Service: | You have the right to cancel your service with Electricity Maine at any time, subject to any early termination fee that would apply. To cancel service, you must notify Electricity Maine. Electricity Maine is required to notify your electric utility of the cancellation within 2 business days of your request. Electricity Maine will then process the cancellation for you. Unless you have signed up with another supplier, you will receive standard offer service, which is a supply service available to all electricity customers through a process administered by the PUC. |

You will receive two contract renewal notice prior to the end of the term of this contract. You will have the option to reject renewal and instead receive standard offer service or service from another supplier.





Terms Of Service

RESIDENTIAL AND SMALL NON-RESIDENTIAL CUSTOMERS

Electricity Maine, LLC
 Terms of Service
 (Version No. 19)
 Updated: 10/24/2017

1. **Purchase of Electric Generation Service.** Electricity Maine agrees to sell and you agree to buy your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement and the Contract Disclosure Statement (together, the "Supply Contract")—including an agreement for arbitration and class action waiver—throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that Electricity Maine provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.
2. **Price Structures.** *For greater clarity, all rates shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed at the fixed rate in cents per kilowatt hour set forth in the price structures set forth on your Contract Disclosure Statement for your actual consumption of electricity. The Price Structure does not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges and any other applicable charges imposed by your local utility or allowed by this Supply Contract. Choosing Electricity Maine as your electricity supplier does not guarantee savings when compared to other Competitive Electricity Providers or the current Standard Offer.
3. **Duration and Kind of Contract; Automatic Renewal.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Contract Disclosure Statement. The email address that you provided us at the time of enrollment will also be used as one method of contacting you for notices, renewals and disclosure information about your account. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with Electricity Maine. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter-reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted.

This Supply Contract will renew automatically unless terminated by you or Electricity Maine per the Termination Provisions set forth in this Supply Contract in Section 4. Between thirty (30) and sixty (60) calendar days prior to the end of the term of service of your Supply Contract, Electricity Maine will send two (2) written renewal notices (the "Renewal Notice"). Each Renewal Notice will notify you



of the existence and operation of this automatic renewal provision and either (i) a Contract Renewal Notice that sets forth the terms of the Supply Contract effective upon the automatic renewal, including any changes in the terms, the fixed rate electricity price that will apply to the renewal period, and the renewal term length, which shall not exceed the term of the existing contract term, or 12 months, whichever is shorter or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue until such time as a Contract Renewal Notice issues. During the Holdover Term or Contract Renewal you may cancel the Supply Contract without payment of any "Cost Recovery Fee."

4. **Termination Provisions.** Electricity Maine may terminate this Supply Contract in the event of your default as set forth in Section 5. Electricity Maine may terminate this Supply Contract in its sole discretion for any other reason upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract or Holdover Term described in Section 3. You may terminate this Supply Contract in writing or by phone with Electricity Maine at least 30 days prior to your contract end date and until such time as the Utility completes the termination in accordance with its rules. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a "Cost Recovery Fee" outlined in Section 9, which fee will not apply if you terminate during the Holdover Term or Contract Renewal. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination.

5. **Payment of Bills.** The cost of your electric generation service will be included on your bill from the Utility, and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply Contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. Electricity Maine reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. IN THE EVENT YOU DEFAULT IN YOUR PAYMENT OR OTHER OBLIGATIONS UNDER THIS SUPPLY CONTRACT, ELECTRICITY MAINE HAS THE RIGHT TO CANCEL THIS SUPPLY CONTRACT, AT WHICH TIME YOU WILL AUTOMATICALLY BE TRANSFERRED TO THE UTILITY'S STANDARD OFFER RATE PLAN. You will remain responsible for balances owed to Electricity Maine for generation service and Electricity Maine's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs. If at any time you enter into a payment plan with the Utility while you have an outstanding balance owed to Electricity Maine, you must notify Electricity Maine within fifteen (15) days of entering into such a plan. Outstanding balances owed to Electricity Maine may not be accounted for by the Utility payment plan, may appear as a separate balance on your bill, and will remain your responsibility. You agree to allow the utility to share your payment information for the purpose of consolidated billing.

6. **Credit Reporting.** When you first apply for service and during the term of the Supply Contract with Electricity Maine, Electricity Maine may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, Electricity Maine reserves the right to report your payment history to a credit reporting agency.

7. **Customer Deposits.** Electricity Maine does not require a customer deposit to enroll.

8. **Warranty Disclaimer; Damages; Force Majeure.**



ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY ELECTRICITY MAINE ON AN "AS IS" BASIS. ELECTRICITY MAINE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ELECTRICITY MAINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY.

You agree that Electricity Maine shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Electricity Maine shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. Electricity Maine's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall Electricity Maine be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. Electricity Maine will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Electricity Maine's control (Force Majeure events) may result in interruptions in service and Electricity Maine shall not be liable for any such interruptions. Electricity Maine does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that Electricity Maine shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond Electricity Maine's control.

- 9. Charges, Fees and Penalties.** You will be charged for electric generation service supplied at the contract rate. Except as provided in this Supply Contract, no additional fees will be assessed to you by Electricity Maine unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for Electricity Maine to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee" of \$100.00. Electricity Maine reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation service, late payment or interest charges owed to your Utility as per Section 4 of this agreement. In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the Maine PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the Maine PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in Electricity Maine incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge. We may charge you up to \$25 for any returned check.
- 10. 10. Estimated Bills.** In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill.



Electricity Maine reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.

11. Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products.

Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index.

Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results.

12. Right to Rescind. YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN FIVE (5) CALENDAR DAYS FROM RECEIPT OF THIS SUPPLY CONTRACT, OR WITHIN EIGHT (8) CALENDAR DAYS IF THIS SUPPLY CONTRACT IS MAILED TO YOU. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING THREE MEANS:

- a) By telephone at: 1-866-573-2674;
- b) By mailing us a written notice to rescind at:

Electricity Maine, LLC
PO Box 1150
Auburn, Maine 04211 -1150; or
- c) By email through customerservice@electricityme.com.

13. Questions and Complaints. If you have a question or complaint about your electricity supply, you can contact Electricity Maine by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us through our website at www.electricityme.com.

14. Standard Offer Generation Service. All retail electricity customers in Maine are entitled to purchase their electricity supply from a competitive supplier or through standard offer service. Standard offer service is provided automatically to customers who do not sign a contract with a supplier for their electricity supply.

15. Changes in Terms of Service. In the event of any change in these Terms of Service during the term of this Supply Contract, Electricity Maine will notify you in writing by your email address on record between 30 and 60 calendar days in advance of such change. Except in connection with a renewal pursuant to Section 3, you must affirmatively consent to the effectiveness of the modified Terms of Service before such changes will become effective.

16. Assignment. This Supply Contract may be assigned or transferred by Electricity Maine to another competitive electricity provider without your consent if there is no change in the terms of the Supply Contract upon assignment. Notice of such assignment shall be provided to your e-mail address on record within 30 days after the assignment. You may not assign this Supply Contract, in whole or



part, or any of your rights or obligations hereunder, without prior written consent from Electricity Maine. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than Electricity Maine and you.

17. Do-Not-Call List. The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.

18. Consumer Protection Rights. You may contact the Maine Public Utilities Commission to obtain information on consumer protection rights by calling the Commission's Consumer Assistance Division Hotline at 1-800-452-4699, Monday through Friday, 9:00 a.m. to 4:00 p.m. or by writing to the Commission at:

Maine Public Utilities Commission
 Consumer Assistance Division
 18 State House Station
 Augusta, ME 04333-0018

19. Net Metering. If your account is subject to Net Metering under Chapter 313 (CNEBA) of the Rules of the Maine Public Utilities Commission, it requires an additional contract to be signed with Electricity Maine to cover specific payment arrangements for excess payment of power purchased over historical account usages at the time of enrollment. In addition to these terms, and ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be signed prior to enrollment of this account. Failure to sign this agreement may result in immediate return to Standard Offer of your account. Please call Electricity Maine at 1-866-573-2674 to set up this arrangement.

20. Meter Usage Information. Electricity Maine has authority to act as your agent to obtain Advanced Metering Information (AMI) and Historical Usage information for your account as part of this supplier agreement.

21. MANDATORY ARBITRATION AND CLASS ACTION WAIVER AGREEMENT.

- a. Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of your enrollment, purchase, these Terms of Service, or the relationship among the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between us, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.
- b. Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Electricity Maine at 306 Rodman Road, Auburn, ME, 04210 or (2) to you at the postal address on file with



us. Both you and Electricity Maine agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

- c. Right to Opt Out of this Arbitration Agreement. You may opt out of this Arbitration Agreement within the first 30 days after the earliest of the first time you (a) enroll and begin purchasing services from Electricity Maine; or (b) sign up for any further program or service provided by Electricity Maine. You may also opt out of this Arbitration Agreement within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email through Electricity Maine's website at electricityme.com or by sending a letter to 306 Rodman Road, Auburn, ME, 04210. You should include your printed name, mailing address, and the words "Reject Arbitration."

- d. How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. Arbitration shall take place in the country of your residence, as determined by your mailing address on file with us. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys' fees and costs against you. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

- e. Waiver of Right to Bring Class Action & Representative Claims. All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

- f. Governing Law. This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the Claim, the law of your residence, as determined by your mailing address on file with us, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."



22. You acknowledge and agree that this Supply Contract and the transaction(s) under this Supply Contract constitute a “forward contract” within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of this application of principles afforded “forward contracts” the provisions of Section 366 shall not apply to you or this Agreement.



Poetzsch, Kathy

From: Emmons, Pamela
Sent: Monday, September 24, 2018 10:59 AM
To: 'Customer Concerns'
Subject: RE: 2018-C-5919

Good morning:

Where EME has addressed [REDACTED] her concern associated with early termination fee that resolves her concerns.

However, I have found that EME is not in compliance with the rule.

For your convenience I have provided you with the Section of the rule that addresses when enrollment can commence i.e. at the conclusion of the rescission period.

Unfortunately, EME enrolled [REDACTED] on June 5th prior to receipt of her Welcome package and before the end of the rescission period.

I agree that the customer is responsible for the usage; however, the customer's service should not have migrated to EME on June 5th nor should they have been billed at the higher rate.

Therefore, EME will need to process an adjustment to the customer for the difference between what they were billed and what they should have been billed at the SOP rate of .07921 per kWh.

Please provide me with the calculation for the credit so I can share that amount with the customer.

**65-407 Chapter 305-
 Section 4. Customer Protection**

**B. Small Customer Protections-
 2. Right of Rescission**

- d. **Waiting Period.** The competitive electricity provider **shall not enroll** a customer until the rescission period has expired.

Should you wish to discuss this matter further you can reach me at (207) 287-4937.

Sincerely,
Pamela J. Emmons
 Senior Consumer Assistance Specialist
 Consumer Assistance & Safety Division
 Maine Public Utilities Commission
 18 State House Station
 Augusta, ME 04330
 Hot Line Number: 800 452-4699
 Direct Line 207-287-4937
 Fax: 207-287-6889
pamela.emmons@maine.gov

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Friday, September 21, 2018 5:00 PM
To: Emmons, Pamela <Pamela.Emmons@maine.gov>
Subject: RE: 2018-C-5919

Good afternoon,

We apologize for the delay in response and appreciate your patience in regards to this matter. As such, please see the below complaint.

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case No. 2018-C-5919.

Thank you for bringing [REDACTED] concerns to our attention and for allowing us to address it.

[REDACTED] filed a complaint because she states a door-to-door sales agent in late May/early June came to her home and she accepted the service for enrollment. However, after receipt of the Welcome Letter [REDACTED] states she contacted Electricity Maine to cancel during the rescission period in June and was advised the enrollment had been rescinded.

Lastly, she states she received a letter in August that she was being assessed an Early Termination Fee of \$100.

Investigative Results:

- On 5/2/2018, [REDACTED] authorized the electric service for enrollment to EME onto a 12 month fixed rate plan at 12.70 cents/kWh with a \$0 Monthly Service Fee and a \$100 Early Termination Fee ("ETF"). (TPV Attached)
- On 6/5/2018, the electric service became active with EME.
- On 6/7/2018, the Welcome letter was sent. (Letter Attached)
- On 6/25/2018, [REDACTED] contacted EME stating he received the Welcome Letter for the enrollment and requested to rescind the enrollment. As such, the EME agent confirmed the electric service had already become effective and would also reflect on his billing despite a cancellation request now being submitted.
- On 7/3/2018, the electric service terminated with EME.
- On 8/21/2018, [REDACTED] contacted EME stating she received a Collections letter regarding an ETF even though she states she cancelled during the rescission period.
- On 8/22/2018, EME received MPUC Case No. 2018-C-5919.

Outcome:

EME would like to apologize for any inconvenience the customer may have experienced.

We'd like to confirm per the attached TPV [REDACTED] authorized the electric enrollment to EME without any objection from the customer on 5/2/2018. As such, the electric service became active with EME on 6/5/2018 and the attached Welcome letter as outlined above was sent via US mail on 6/7/2018.

In reference to rescission of this electric account, we'd like to confirm that the Welcome letter states the enrollment can be rescinded 8 days from receipt of the Welcome letter. As indicated above, the Welcome letter was sent on 6/7/2018. In as much, since the Welcome letter was mailed; 8 days from 6/7/2018 would be 6/15/2018, however; EME's records reflect that [REDACTED] called and requested cancellation on 6/25/2018 which is 18 days from the date the Welcome letter was sent and unfortunately, outside of the rescission period.

As it stands, we'd like to confirm that EME's records do not reflect an ETF as due. Because of this, we have forwarded the ETF discrepancy to the proper department to ensure [REDACTED] are not assessed an ETF and that any Collection attempts previously made are ceased.

Lastly [REDACTED] are responsible for the supplier charges assessed as they are for the household's consumption.

Please let me know if you have any further questions or concerns.

Best regards,



April Lusk | Regulatory Specialist
306 Rodman Road | Auburn, ME 04210
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

From: Emmons, Pamela <Pamela.Emmons@maine.gov>
Sent: Wednesday, September 19, 2018 8:32 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] RE: 2018-C-5919

Good morning:

The purpose of this email is to follow-up with you to verify the status of my request from 8/22/2018. Please provide me with the information today.

Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Emmons, Pamela
Sent: Wednesday, August 22, 2018 3:00 PM
To: 'consumeraffairs@sparkenergy.com' <consumeraffairs@sparkenergy.com>
Subject: 2018-C-5919

Good afternoon Ms. Lusk:

I received a call from [REDACTED] regarding her receipt of a notice from Electricity Maine ("EM") stating that she is subject to a termination fee of \$100.00.

She told me that a door-to-door sale rept went to her home in late May/early June. At that juncture they accepted service. They were advised that they would be getting a Welcome Package within a couple of weeks and that service

would commence after the recession period. The Welcome Package was delivered via US Postal on June 23, 2018. On June 25th, [REDACTED] contacted EM speaking with Hannah. She advised Hannah that they no longer wished to have EM as their supplier. On June 26th, [REDACTED] call EM a second time to confirm that her request had been taken. She spoke with Jose and he advised her that her recession had been fulfilled.

On August 21, 2018, she received a letter from EM dated August 17, 2018, advising her that she would be billed a termination fee of \$100.00. A review of her utility records show that EM was placed on her account on June 6th?

[REDACTED]
Waterville, ME 04901
CMP Account: [REDACTED]
Contact No: [REDACTED]

Would you please send me the following information as soon as possible but not later than September 6, 2018:

- 1) Copy of the TPV
- 2) Copy of Welcome Package/Contract
- 3) All customer contact logs including the telephone calls from 6/25 & 6/26

Should you wish to speak with me about this matter I can be reached at 207 287-4937.

Sincerely,
Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

| Casenumbr | DocName | createdby | CreatedDate |
|-------------|---|---------------|-------------|
| 2018-C-5919 | Request for information sent to EM.msg | Pamela.Emmons | 8/22/2018 |
| 2018-C-5919 | CEPs response.msg | Pamela.Emmons | 9/24/2018 |
| 2018-C-5919 | Response to EME customer entitled to refund.msg | Pamela.Emmons | 9/24/2018 |

Note:-Deleted Documents are not included in the Export.



Date :03-26-2019

Maine Public Utilities Commission

Cad Case No.2018-C-5995

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|----------------------|
| Case Number: | 2018-C-5995 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 8/24/2018 9:30:58 AM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | | Disposition Date: | |
| Appealed: | | Violation: | |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Open | Assigned Staff: | Somers Elizabeth |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|---------------------------|--|------------------|
| 1. | 2/15/2019 2:44:21 PM | Attached a second time in error. | Elizabeth.Somers |
| 2. | 2/15/2019 2:59:57 PM | I left a voicemail for Ms. Lusk at EM because [REDACTED] CMP bill still shows a balance of \$360.84 due to EM. I asked her to give me a call to discuss the matter. Attached is the email to Ms. Lusk. | Elizabeth.Somers |
| 3. | 2/14/2019 3:25:36 PM | Attached is the response for [REDACTED] case and another unrelated to this. | Elizabeth.Somers |
| 4. | 2/6/2019 2:23:18 PM | Attached is my follow up request to Ms. Lusk. | Elizabeth.Somers |
| 5. | 12/3/2018 12:12:18 PM | I left a 2nd message for [REDACTED] and advised in the voicemail that if I did not hear from him today, I would assume that he wanted to return to the SO. I the following response to EM when they sought clarification of my earlier email. | Elizabeth.Somers |
| 6. | 12/3/2018 8:48:08 AM | Attach: email to EM requesting that they return the account to the SOP | Elizabeth.Somers |
| 7. | 11/13/2018 2:37:10 PM | Attach: email response from MS. Lusk | Elizabeth.Somers |
| 8. | 11/13/2018 2:35:20 PM | Attach: email between myself and EM with regard to a status update for this complaint. | Elizabeth.Somers |
| 9. | 11/13/2018 2:32:19 PM | I left a voicemail for [REDACTED] requesting that he contact me to discuss whether he wishes to remain a customer of EM. | Elizabeth.Somers |
| 10. | 11/13/2018 12:00:59 PM | On November 7 I spoke with Ms. Lusk who agreed that this account would be rerated to the standard offer rate and if a credit is due, would be providing a refund. I asked her if EM considered this resolved and she agreed that this would resolve the case. I advised her that I would confirm with the customer that this was resolved and if so would close the complaint and notify EM once I receive the re-rate. I received | Elizabeth.Somers |

an email from Ms. Lusk seeking clarification for this and another complaint with regard to the customer still being a customer

- | | | | |
|-----|--------------------------|---|------------------|
| 11. | 11/6/2018 3:39:54 PM | I left a voicemail for April Lusk regarding this case and two others. I provided the case numbers and my concern that in each case, there were steps that weren't taken as required by the rule before enrolling the customer. I told her that I wanted to speak with her about what her thoughts would be in providing a resolution for the customers. I asked her to call me and provided my direct line and I told her that I hoped to wrap them up this week. I told her that I would follow up with an email. (attached) | Elizabeth.Somers |
| 12. | 9/27/2018 10:57:52 AM | Attach: data from EM | Elizabeth.Somers |
| 13. | 8/27/2018 2:40:57 PM | Attach: Email to Spark for Data | Elizabeth.Somers |
| 14. | 8/24/2018 9:31:24 AM | <div style="background-color: black; width: 100px; height: 1em; display: inline-block;"></div> called because he said that a door to door sales person came in april and told him that the rate of 11 cents would be cheaper than CMP at 16 cents a kWh. He also couldn't understand the TPV person and stated that the sales person was next to him nodding and indicating how he should respond. Finally, he did not receive any information until he recently began getting collections calls from EM | Elizabeth.Somers |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-C-5995
Complainant's Middle Name :
Complainant's Suffix :
Complainant's Email Address :
Complainant's Telephone Number
(Secondary) :

Complainant's First Name : [REDACTED]
Complainant's Last Name : [REDACTED]
Complainant's Telephone : [REDACTED]

Service Information

Service Name :

Service Address : [REDACTED]
Service City : South Paris
Service Zip Code : 04281

Is your mailing address is
different than service address : No
Service Address (Continued) : [REDACTED]
Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
Utility Company Name : ELECTRICITY MAINE, LLC
Have you contacted Utility Company? Yes

Utility/Industry Subtype : CEPs
Utility Account Number : [REDACTED]
Date of Contact : 08/23/2018

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
Important Decision :
Is Possible Violation : No

Disposition Type :
Comments :

Other Information

Abatement Amount(\$):
[REDACTED] called because he

Customer complaint :

said that a door to door sales person came in april and told him that the rate of 11 cents would be cheaper than CMP at 16 cents a kWh. He also couldn't understand the TPV person and stated that the sales person was next to him nodding and indicating how he should respond. Finally, he did not receive any information until he recently began getting collections calls from EM

What Customer wants MPUC to do?

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Wednesday, February 06, 2019 2:21 PM
To: 'Customer Concerns'
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon Ms. Lusk,

Can you confirm that this account has been returned to the standard offer and provide the amount of the re-rate?

Thank you,

Beth Somers

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Tuesday, December 04, 2018 9:30 AM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good morning,

Yes , we will submit the cancellation request and once the service terminates a re-rate will be submitted.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Tuesday, December 04, 2018 8:28 AM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

Could you please proceed with the drop request and rerating?

Thank you,

Beth Somers

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Monday, December 03, 2018 12:12 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Thank you. We will wait until tomorrow to submit the cancellation request and the re-rate request.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, December 03, 2018 11:09 AM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

Yes. Since we agreed that the customer was not provided with his rescission period, I would request that you submit the cancellation and rerate through the end of service date. However, I did leave a second message for [REDACTED] requesting he contact me today if he did not wish to return to the standard offer. So if you could wait to proceed until tomorrow, I will let you know if he responds.

Thank you,

Beth Somers

From: April Lusk [mailto:alusk@providerpower.com]
Sent: Monday, December 03, 2018 10:21 AM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good morning,

Thank you for the update. EM is able to provide a re-rate to [REDACTED] at the standard rate from inception to 9/27/2018 (the date EM responded to this complaint) but because his account is still active going forward he will be charged monthly at EM's rate unless he chooses to cancel the service and return to the utility? Are you stating to adjust the billing and submit a cancellation request?

Best regards,

April Lusk

[REDACTED]

April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, December 03, 2018 7:41 AM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

I have not heard from [REDACTED]. Since he came to us because of his concern about being improperly enrolled, I would request that EM return the account to the standard offer.

Could you please update me with the information of when this will occur and when the re-rate will be completed?

Thank you,

Beth Somers

From: April Lusk [mailto:alusk@providerpower.com]
Sent: Tuesday, November 13, 2018 2:35 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Thank you. I look forward to hearing back from you.



April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Tuesday, November 13, 2018 1:34 PM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon Ms. Lusk,

I was unable to connect with [REDACTED] and left him a voicemail requesting that he contact me. I will update you when I hear from him.

Thank you,

Beth Somers

From: April Lusk [mailto:alusk@providerpower.com]
Sent: Monday, November 12, 2018 3:02 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

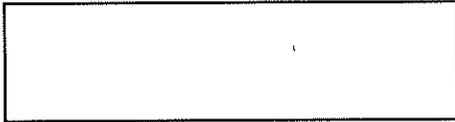
Good afternoon Ms. Somers,

Thank you for the update regarding [REDACTED] for 2018-C-5376. I have submitted the cancellation request and once the service terminates a re-rate will be submitted from inception to the termination date.

Additionally, has there been any update on 2018-C-5995?

Best regards,

April Lusk



April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Thursday, November 08, 2018 10:10 AM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

I just spoke with [REDACTED] regarding his complaint. (2018-C-5376). He requested that his account be returned to the standard offer and understands that he won't incur an ETF. I reviewed his account with him and discussed that EM would be rerating his account. I advised him that he may owe a balance to EM since there is still a past due on the account. He would like to make a payment soon, so I am wondering if it is possible to expedite the calculations so that I may provide him the amount due.

Thank you for your assistance in this matter.

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Wednesday, November 07, 2018 3:09 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Thank you. I will await your response.



| Regulatory Specialist
Wickchester Ln, Ste 100 | Houston, TX 77079
832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, November 07, 2018 1:46 PM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon,

I will need to check with the complainants to confirm that they did not want to continue as customers. Generally when they come to us with these kind of disputes, they have already taken the step of cancelling either directly with the CEP or through the T&D.

I will let you know what I find out.

Thank you,

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Wednesday, November 07, 2018 12:26 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good morning Ms. Somers,

The two accounts above are still active and are not pending termination. Are we to re-rate to the utility's rate from inception up until the most recent invoice that generated for each and then continue to bill them at the rate at which they enrolled? As such, if they continue to remain active the rate accepted on the TPV would be what is assessed monthly going forward for both accounts.

Please let me know how to proceed.

Thank you,

April Lusk



April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

333-7019 | Fax: 832-320-2979
providerpower.com | <https://www.providerpower.com>

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Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Wednesday, February 13, 2019 12:21 PM
To: Somers, Elizabeth
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376
Attachments: [REDACTED]-Provider-CMP Re-Rate.xlsx; [REDACTED] Re-rate.PNG;
[REDACTED] Refund.PNG

Good morning Ms. Somers,

Thank you for your patience concerning this matter.

Please be advised that the rerate calculations for Case # 2018-C-5995 for [REDACTED] are attached for the amount of \$324.36. As such, he can expect to receive this refund in the form of a check via US mail within the next 21 business days.

Additionally, the re-rate calculations for Case # 2018-C-5376 for [REDACTED] are also attached for the amount of \$173.70. As such, her can expect to receive this refund in the form of a check via US mail within the next 21 business days.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, February 06, 2019 1:21 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon Ms. Lusk,

Can you confirm that this account has been returned to the standard offer and provide the amount of the re-rate?

Thank you,

Beth Somers

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Tuesday, December 04, 2018 9:30 AM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good morning,

Yes , we will submit the cancellation request and once the service terminates a re-rate will be submitted.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Tuesday, December 04, 2018 8:28 AM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

Could you please proceed with the drop request and rerating?

Thank you,

Beth Somers

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Monday, December 03, 2018 12:12 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Thank you. We will wait until tomorrow to submit the cancellation request and the re-rate request.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, December 03, 2018 11:09 AM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

Yes. Since we agreed that the customer was not provided with his rescission period, I would request that you submit the cancellation and rerate through the end of service date. However, I did leave a second message for [REDACTED] requesting he contact me today if he did not wish to return to the standard offer. So if you could wait to proceed until tomorrow, I will let you know if he responds.

Thank you,

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Monday, December 03, 2018 10:21 AM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good morning,

Thank you for the update. EM is able to provide a re-rate to [REDACTED] at the standard rate from inception to 9/27/2018 (the date EM responded to this complaint) but because his account is still active going forward he will be charged

monthly at EM's rate unless he chooses to cancel the service and return to the utility? Are you stating to adjust the billing and submit a cancellation request?

Best regards,

April Lusk



April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, December 03, 2018 7:41 AM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

I have not heard from [REDACTED]. Since he came to us because of his concern about being improperly enrolled, I would request that EM return the account to the standard offer.

Could you please update me with the information of when this will occur and when the re-rate will be completed?

Thank you,

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Tuesday, November 13, 2018 2:35 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Thank you. I look forward to hearing back from you.



April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979

alusk@providerpower.com | <https://www.providerpower.com>

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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Tuesday, November 13, 2018 1:34 PM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon Ms. Lusk,

I was unable to connect with [REDACTED] and left him a voicemail requesting that he contact me. I will update you when I hear from him.

Thank you,

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Monday, November 12, 2018 3:02 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good afternoon Ms. Somers,

Thank you for the update regarding [REDACTED] for 2018-C-5376. I have submitted the cancellation request and once the service terminates a re-rate will be submitted from inception to the termination date.

Additionally, has there been any update on 2018-C-5995?

Best regards,

April Lusk



April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Thursday, November 08, 2018 10:10 AM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

I just spoke with [REDACTED] regarding his complaint. (2018-C-5376). He requested that his account be returned to the standard offer and understands that he won't incur an ETF. I reviewed his account with him and discussed that EM would be rerating his account. I advised him that he may owe a balance to EM since there is still a past due on the account. He would like to make a payment soon, so I am wondering if it is possible to expedite the calculations so that I may provide him the amount due.

Thank you for your assistance in this matter.

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Wednesday, November 07, 2018 3:09 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Thank you. I will await your response.



April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, November 07, 2018 1:46 PM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon,

I will need to check with the complainants to confirm that they did not want to continue as customers. Generally when they come to us with these kind of disputes, they have already taken the step of cancelling either directly with the CEP or through the T&D.

I will let you know what I find out.

Thank you,

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Wednesday, November 07, 2018 12:26 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good morning Ms. Somers,

The two accounts above are still active and are not pending termination. Are we to re-rate to the utility's rate from inception up until the most recent invoice that generated for each and then continue to bill them at the rate at which they enrolled? As such, if they continue to remain active the rate accepted on the TPV would be what is assessed monthly going forward for both accounts.

Please let me know how to proceed.

Thank you,

April Lusk



April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

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| MSF | Tax | Total invoice | Variance | | | | | | | | | | |
|--------|--------|---------------|----------|-----------|--|--|--|--|--|--|--|--|--|
| \$0.00 | \$0.00 | \$92.04 | -\$48.94 | -\$324.36 | | | | | | | | | |
| \$0.00 | \$0.00 | \$38.10 | -\$19.14 | | | | | | | | | | |
| \$0.00 | \$0.00 | \$30.65 | -\$15.40 | | | | | | | | | | |
| \$0.00 | \$0.00 | \$48.95 | -\$26.95 | | | | | | | | | | |
| \$0.00 | \$0.00 | \$41.50 | -\$23.96 | | | | | | | | | | |
| \$0.00 | \$0.00 | \$37.31 | -\$20.07 | | | | | | | | | | |
| \$0.00 | \$0.00 | \$62.73 | -\$32.30 | | | | | | | | | | |
| \$0.00 | \$0.00 | \$121.90 | -\$67.32 | | | | | | | | | | |
| \$0.00 | \$0.00 | \$125.15 | -\$70.27 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
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| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |
| | \$0.00 | \$0.00 | \$0.00 | | | | | | | | | | |

| Service Period | Usage | Total invoice | Rerate | Correct rate |
|-------------------------|--------|---------------|----------|--------------|
| 2/23/2018 - 3/21/2018 | 461.00 | \$54.86 | >>>>>>>> | 0.079206 |
| 3/23/2018 - 4/22/2018 | 525.00 | \$62.48 | >>>>>>>> | 0.079206 |
| 4/24/2018 - 5/20/2018 | 477.00 | \$57.90 | >>>>>>>> | 0.079206 |
| 5/22/2018 - 6/20/2018 | 510.00 | \$62.59 | >>>>>>>> | 0.079206 |
| 6/22/2018 - 7/22/2018 | 528.00 | \$64.61 | >>>>>>>> | 0.079206 |
| 7/24/2018 - 8/20/2018 | 450.00 | \$53.55 | >>>>>>>> | 0.079206 |
| 8/22/2018 - 9/20/2018 | 400.00 | \$47.60 | >>>>>>>> | 0.079206 |
| 9/22/2018 - 10/21/2018 | 409.00 | \$48.67 | >>>>>>>> | 0.079206 |
| 10/23/2018 - 11/20/2018 | 489.00 | \$58.19 | >>>>>>>> | 0.079206 |

REDACTED

| Total invoice | Variance |
|----------------------|-----------------|
| \$36.51 | -\$18.35 |
| \$41.58 | -\$20.90 |
| \$37.78 | -\$20.12 |
| \$40.40 | -\$21.99 |
| \$41.82 | -\$22.79 |
| \$35.64 | -\$17.91 |
| \$31.68 | -\$15.92 |
| \$32.40 | -\$16.27 |
| \$38.73 | -\$19.46 |
| -\$173.70 | |

REDACTED

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Friday, February 15, 2019 2:41 PM
To: 'April Lusk'
Subject: 2018-C-5995

Good Afternoon Ms. Lusk.

I left a voicemail about [REDACTED] account information. You provided a refund amount of \$324.36 based on your re-rating his account. His most recent information shows that a balance forward of \$360.84 is due to Electricity Maine. I would assume that this would be sent back to EM for collection on the next billing cycle.

I'm wondering if it makes more sense to wait until this happens so that the customer won't receive a credit and then end up owing a balance.

Please give me a call or respond via email and let me know your thoughts. My phone number is 207-287-4946. In a previous email, I provided an incorrect phone number.

Respectfully,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 207-287-4946

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Friday, February 15, 2019 2:41 PM
To: 'April Lusk'
Subject: 2018-C-5995

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I left a voicemail about [REDACTED] account information. You provided a refund amount of \$324.36 based on your re-rating his account. His most recent information shows that a balance forward of \$360.84 is due to Electricity Maine. I would assume that this would be sent back to EM for collection on the next billing cycle.

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Respectfully,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 207-287-4946

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Monday, August 27, 2018 2:40 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: FW: 2018-C-5995

Good Afternoon Ms. Lusk,

I believe I sent this to the wrong email. I will make sure to correct this going forward.

Thank you,

Beth Somers

From: Somers, Elizabeth
Sent: Monday, August 27, 2018 2:37 PM
To: 'Customer Concerns' <customerconcerns@sparkenergy.com>
Subject: 2018-C-5995

Good Afternoon,

We were contacted by [REDACTED], South Paris, ME. CMP account number [REDACTED]. [REDACTED] stated that he was approached by a door to door sales person in April. The sales representative told him that the rate offered of 11 ¢ per kWh would be cheaper than CMP's rate of 16 ¢ per kWh. He stated that he was unable to understand the person conducting the TPV but that the salesperson directed him by nodding and indicating how he should respond to the questions. [REDACTED] also stated that he never received information in the mail concerning his rate.

For this complaint please provide the following information as soon as possible but no later than September 11, 2018:

- A copy of the TPV
- A copy of the Welcome Packet
- When was the customer's account enrolled with EM?

Thank you,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Thursday, September 27, 2018 10:50 AM
To: Somers, Elizabeth
Subject: 2018-C-5995
Attachments: [REDACTED].TPV.WAV; [REDACTED].Welcome Letter.pdf

To Whom This May Concern:

This is Provider Power Mass's ("Provider") response to MEPUC Case No. 2018-C-5995.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint because he states that he did not understand the information provided to him in the Third Party Verification call. He goes on to state that the door-to-door representative advised him that the fixed-rate would be \$0.11 cents/kWh.

Investigative Results:

- On 3/23/2018, [REDACTED] enrolled the account via Door-to-Door representative onto a 24-month plan at the fixed-rate of \$0.1190 cents/kWh. (TPV Attached)
- On 3/28/2018, the Welcome Packet was sent to the confirmed mailing address of [REDACTED] South Paris, ME 04281. (Letter Attached)
- On 3/29/2018, the services with Provider initiated.
- On 8/23/2018, a woman named [REDACTED] called [REDACTED] regarding the balance owed to Provider. [REDACTED] was advised that Provider had not received payment from CMP and the current balance owed was \$320.17. [REDACTED] stated that she would be contacting the utility.
- On 8/29/2018 and 9/5/2018, Provider received two (2) payments in the amount of \$114.97 and \$133.00. Current balance owed is \$137.66.

Outcome:

Provider would like to apologize for any inconvenience that [REDACTED] may have experienced.

After careful review, Provider confirms that [REDACTED] willingly and knowingly authorized the enrollment with Provider on 3/23/2018 as evidenced by his affirmative acknowledgement and the authorization for the TPV. However, because we do take complaints of this case seriously, this information was forwarded to the appropriate department to further investigate the agent that visited [REDACTED] and get a statement from them.

Please let me know if you have any further questions or concerns.

Best regards,



Xiomara Mendoza | Consumer Affairs Specialist
 12140 Wickchester Ln, Ste 100 | Houston, TX 77079
 Tel: 832-333-7020 |
xmendoza@providerpower.com | <https://www.providerpower.com>

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, August 27, 2018 1:37 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-5995

Good Afternoon,

We were contacted by [REDACTED], South Paris, ME. CMP account number [REDACTED] stated that he was approached by a door to door sales person in April. The sales representative told him that the rate offered of 11 ¢ per kWh would be cheaper than CMP's rate of 16 ¢ per kWh. He stated that he was unable to understand the person conducting the TPV but that the salesperson directed him by nodding and indicating how he should respond to the questions. [REDACTED] also stated that he never received information in the mail concerning his rate.

For this complaint please provide the following information as soon as possible but no later than September 11, 2018:

A copy of the TPV
A copy of the Welcome Packet
When was the customer's account enrolled with EM?

Thank you,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699



P.O. Box 421289
Houston, TX 77242

Welcome to the Family!

>000869 00441 007 P51121

South Paris, ME 04281



3/28/2018

Dear

Thank you for choosing Electricity Maine as your supplier!

You have selected a great plan to ensure peace of mind.

We've received your request to start service; you will officially be switched on your next meter reading. Please allow 1-2 billing cycles for the changes to take effect on your bill.

Once a customer, you'll enjoy the many benefits of being part of the family, including:

- Local customer care representatives who put you first
- Competitive plans, services and incentive programs

If you need assistance, please feel free to contact us at any time at 1-866-573-2674 or via email at customerservice@electricityme.com.

We look forward to servicing your energy needs.

Warm Regards,

Your Friends at Electricity Maine

My Plan Details

Account Number

Plan

100% Green 24D2D

Rate

11.90 Cents/KWH

Term

24 Months

Monthly Fee

\$0

Early Termination Fee

\$100.00

Service Type

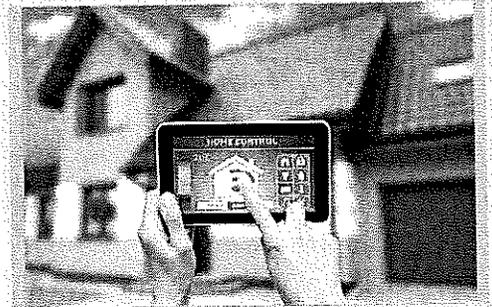
Electric

Service Address

Utility

Central Maine Power

Featured Item



Rest Easy

Relax with a Security System that never sleeps.

Get a \$200 gift card from us when you sign up with Protect America, our newest partner. Call now 855-213-0303!



**TERMS OF SERVICE
Contract Disclosure Statement**

| | |
|--------------------------------|--|
| Type of plan | Fixed |
| Price per kWh | 11.90 Cents/KWH |
| Length of plan | 24 Months |
| Late payment fee (if any) | When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. |
| Deposit requirement (if any) | N/A |
| Early termination fee (if any) | \$100.00 |
| Other features (if any) | N/A |
| Right of Rescission: | After you sign up, you will have five (5) calendar days from receipt of this notice, or eight (8) calendar days if this Supply Contract is mailed to you, to reverse or "rescind" your decision. You can rescind orally by calling Electricity Maine at 1-866-573-2674; by email to customerservice@electricityme.com or in writing by mail to Electricity Maine, LLC, PO Box 1150, Auburn, Maine 04211-1150. |
| Toll-free number: | You can contact Electricity Maine with questions or complaints by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You also can contact Electricity Maine through its website at www.electricityme.com . |
| PUC Consumer Assistance: | You may also contact the State of Maine Public Utilities Commission (PUC) with complaints or questions at 1-800-452-4699. Current standard offer prices for comparison and other information about switching your supplier may be found at http://www.maine.gov/meopa/utilities/electric/supply.html . |
| Cancellation of Service: | You have the right to cancel your service with Electricity Maine at any time, subject to any early termination fee that would apply. To cancel service, you must notify Electricity Maine. Electricity Maine is required to notify your electric utility of the cancellation within 2 business days of your request. Electricity Maine will then process the cancellation for you. Unless you have signed up with another supplier, you will receive standard offer service, which is a supply service available to all electricity customers through a process administered by the PUC. |

You will receive two contract renewal notice prior to the end of the term of this contract. You will have the option to reject renewal and instead receive standard offer service or service from another supplier.





Terms Of Service

RESIDENTIAL AND SMALL NON-RESIDENTIAL CUSTOMERS

Electricity Maine, LLC
 Terms of Service
 (Version No. 19)
 Updated: 10/24/2017

1. **Purchase of Electric Generation Service.** Electricity Maine agrees to sell and you agree to buy your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement and the Contract Disclosure Statement (together, the "Supply Contract")—including an agreement for arbitration and class action waiver—throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that Electricity Maine provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.
2. **Price Structures.** *For greater clarity, all rates shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed at the fixed rate in cents per kilowatt hour set forth in the price structures set forth on your Contract Disclosure Statement for your actual consumption of electricity. The Price Structure does not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges and any other applicable charges imposed by your local utility or allowed by this Supply Contract. Choosing Electricity Maine as your electricity supplier does not guarantee savings when compared to other Competitive Electricity Providers or the current Standard Offer.
3. **Duration and Kind of Contract; Automatic Renewal.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Contract Disclosure Statement. The email address that you provided us at the time of enrollment will also be used as one method of contacting you for notices, renewals and disclosure information about your account. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with Electricity Maine. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter-reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted.

This Supply Contract will renew automatically unless terminated by you or Electricity Maine per the Termination Provisions set forth in this Supply Contract in Section 4. Between thirty (30) and sixty (60) calendar days prior to the end of the term of service of your Supply Contract, Electricity Maine will send two (2) written renewal notices (the "Renewal Notice"). Each Renewal Notice will notify you



of the existence and operation of this automatic renewal provision and either (i) a Contract Renewal Notice that sets forth the terms of the Supply Contract effective upon the automatic renewal, including any changes in the terms, the fixed rate electricity price that will apply to the renewal period, and the renewal term length, which shall not exceed the term of the existing contract term, or 12 months, whichever is shorter or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue until such time as a Contract Renewal Notice issues. During the Holdover Term or Contract Renewal you may cancel the Supply Contract without payment of any "Cost Recovery Fee."

4. **Termination Provisions.** Electricity Maine may terminate this Supply Contract in the event of your default as set forth in Section 5. Electricity Maine may terminate this Supply Contract in its sole discretion for any other reason upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract or Holdover Term described in Section 3. You may terminate this Supply Contract in writing or by phone with Electricity Maine at least 30 days prior to your contract end date and until such time as the Utility completes the termination in accordance with its rules. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a "Cost Recovery Fee" outlined in Section 9, which fee will not apply if you terminate during the Holdover Term or Contract Renewal. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination.

5. **Payment of Bills.** The cost of your electric generation service will be included on your bill from the Utility, and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply Contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. Electricity Maine reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. IN THE EVENT YOU DEFAULT IN YOUR PAYMENT OR OTHER OBLIGATIONS UNDER THIS SUPPLY CONTRACT, ELECTRICITY MAINE HAS THE RIGHT TO CANCEL THIS SUPPLY CONTRACT, AT WHICH TIME YOU WILL AUTOMATICALLY BE TRANSFERRED TO THE UTILITY'S STANDARD OFFER RATE PLAN. You will remain responsible for balances owed to Electricity Maine for generation service and Electricity Maine's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs. If at any time you enter into a payment plan with the Utility while you have an outstanding balance owed to Electricity Maine, you must notify Electricity Maine within fifteen (15) days of entering into such a plan. Outstanding balances owed to Electricity Maine may not be accounted for by the Utility payment plan, may appear as a separate balance on your bill, and will remain your responsibility. You agree to allow the utility to share your payment information for the purpose of consolidated billing.

6. **Credit Reporting.** When you first apply for service and during the term of the Supply Contract with Electricity Maine, Electricity Maine may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, Electricity Maine reserves the right to report your payment history to a credit reporting agency.

7. **Customer Deposits.** Electricity Maine does not require a customer deposit to enroll.

8. **Warranty Disclaimer; Damages; Force Majeure.**



ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY ELECTRICITY MAINE ON AN "AS IS" BASIS. ELECTRICITY MAINE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ELECTRICITY MAINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY.

You agree that Electricity Maine shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Electricity Maine shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. Electricity Maine's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall Electricity Maine be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. Electricity Maine will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Electricity Maine's control (Force Majeure events) may result in interruptions in service and Electricity Maine shall not be liable for any such interruptions. Electricity Maine does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that Electricity Maine shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond Electricity Maine's control.

9. Charges, Fees and Penalties. You will be charged for electric generation service supplied at the contract rate. Except as provided in this Supply Contract, no additional fees will be assessed to you by Electricity Maine unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for Electricity Maine to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee" of \$100.00. Electricity Maine reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation service, late payment or interest charges owed to your Utility as per Section 4 of this agreement. In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the Maine PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the Maine PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in Electricity Maine incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge. We may charge you up to \$25 for any returned check.

10. 10. Estimated Bills. In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill.



Electricity Maine reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.

11. Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products.

Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index.

Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results.

12. Right to Rescind. YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN FIVE (5) CALENDAR DAYS FROM RECEIPT OF THIS SUPPLY CONTRACT, OR WITHIN EIGHT (8) CALENDAR DAYS IF THIS SUPPLY CONTRACT IS MAILED TO YOU. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING THREE MEANS:

- a) By telephone at: 1-866-573-2674;
- b) By mailing us a written notice to rescind at:

Electricity Maine, LLC
 PO Box 1150
 Auburn, Maine 04211 -1150; or

- c) By email through customerservice@electricityme.com.

13. Questions and Complaints. If you have a question or complaint about your electricity supply, you can contact Electricity Maine by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us through our website at www.electricityme.com.

14. Standard Offer Generation Service. All retail electricity customers in Maine are entitled to purchase their electricity supply from a competitive supplier or through standard offer service. Standard offer service is provided automatically to customers who do not sign a contract with a supplier for their electricity supply.

15. Changes in Terms of Service. In the event of any change in these Terms of Service during the term of this Supply Contract, Electricity Maine will notify you in writing by your email address on record between 30 and 60 calendar days in advance of such change. Except in connection with a renewal pursuant to Section 3, you must affirmatively consent to the effectiveness of the modified Terms of Service before such changes will become effective.

16. Assignment. This Supply Contract may be assigned or transferred by Electricity Maine to another competitive electricity provider without your consent if there is no change in the terms of the Supply Contract upon assignment. Notice of such assignment shall be provided to your e-mail address on record within 30 days after the assignment. You may not assign this Supply Contract, in whole or



part, or any of your rights or obligations hereunder, without prior written consent from Electricity Maine. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than Electricity Maine and you.

17. Do-Not-Call List. The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.

18. Consumer Protection Rights. You may contact the Maine Public Utilities Commission to obtain information on consumer protection rights by calling the Commission's Consumer Assistance Division Hotline at 1-800-452-4699, Monday through Friday, 9:00 a.m. to 4:00 p.m. or by writing to the Commission at:

Maine Public Utilities Commission
 Consumer Assistance Division
 18 State House Station
 Augusta, ME 04333-0018

19. Net Metering. If your account is subject to Net Metering under Chapter 313 (CNEBA) of the Rules of the Maine Public Utilities Commission, it requires an additional contract to be signed with Electricity Maine to cover specific payment arrangements for excess payment of power purchased over historical account usages at the time of enrollment. In addition to these terms, and ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be signed prior to enrollment of this account. Failure to sign this agreement may result in immediate return to Standard Offer of your account. Please call Electricity Maine at 1-866-573-2674 to set up this arrangement.

20. Meter Usage Information. Electricity Maine has authority to act as your agent to obtain Advanced Metering Information (AMI) and Historical Usage information for your account as part of this supplier agreement.

21. MANDATORY ARBITRATION AND CLASS ACTION WAIVER AGREEMENT.

- a. Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of your enrollment, purchase, these Terms of Service, or the relationship among the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between us, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.
- b. Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Electricity Maine at 306 Rodman Road, Auburn, ME, 04210 or (2) to you at the postal address on file with



us. Both you and Electricity Maine agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

- c. Right to Opt Out of this Arbitration Agreement. You may opt out of this Arbitration Agreement within the first 30 days after the earliest of the first time you (a) enroll and begin purchasing services from Electricity Maine; or (b) sign up for any further program or service provided by Electricity Maine. You may also opt out of this Arbitration Agreement within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email through Electricity Maine's website at electricityme.com or by sending a letter to 306 Rodman Road, Auburn, ME, 04210. You should include your printed name, mailing address, and the words "Reject Arbitration."

- d. How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. Arbitration shall take place in the country of your residence, as determined by your mailing address on file with us. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys' fees and costs against you. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

- e. Waiver of Right to Bring Class Action & Representative Claims. All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

- f. Governing Law. This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the Claim, the law of your residence, as determined by your mailing address on file with us, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."



22. You acknowledge and agree that this Supply Contract and the transaction(s) under this Supply Contract constitute a “forward contract” within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of this application of principles afforded “forward contracts” the provisions of Section 366 shall not apply to you or this Agreement.



Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Tuesday, November 06, 2018 3:39 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: Complaints

Good Afternoon Ms. Lusk,

I left you a voicemail just now and am following up with an email. I would like to discuss three cases with you. Complaint numbers are 2018-C-5716; 2018-C-5376 and 2018-C-5995.

In each of these complaints I found inconsistencies with how the customer enrollments were processed with respect to the requirements of the rule. I would like to discuss your thoughts about how to provide a resolution for these customers. I am hopeful to finish these complaints this week.

I am wondering if you could give me a call before 5 pm EST at my direct phone line of 207-287-4946. Or, if your schedule doesn't allow for this, can you provide a time that would work with your schedule?

Thank you,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Wednesday, November 07, 2018 2:46 PM
To: 'April Lusk'
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon,

I will need to check with the complainants to confirm that they did not want to continue as customers. Generally when they come to us with these kind of disputes, they have already taken the step of cancelling either directly with the CEP or through the T&D.

I will let you know what I find out.

Thank you,

Beth Somers

From: April Lusk [mailto:alusk@providerpower.com]
Sent: Wednesday, November 07, 2018 12:26 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

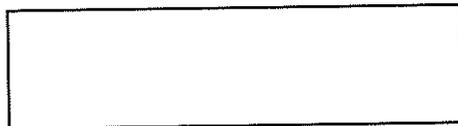
Good morning Ms. Somers,

The two accounts above are still active and are not pending termination. Are we to re-rate to the utility's rate from inception up until the most recent invoice that generated for each and then continue to bill them at the rate at which they enrolled? As such, if they continue to remain active the rate accepted on the TPV would be what is assessed monthly going forward for both accounts.

Please let me know how to proceed.

Thank you,

April Lusk



April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

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Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Tuesday, November 13, 2018 2:34 PM
To: 'April Lusk'
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon Ms. Lusk,

I was unable to connect with [REDACTED] and left him a voicemail requesting that he contact me. I will update you when I hear from him.

Thank you,

Beth Somers

From: April Lusk [mailto:alusk@providerpower.com]
Sent: Monday, November 12, 2018 3:02 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good afternoon Ms. Somers,

Thank you for the update regarding [REDACTED] for 2018-C-5376. I have submitted the cancellation request and once the service terminates a re-rate will be submitted from inception to the termination date.

Additionally, has there been any update on 2018-C-5995?

Best regards,

April Lusk



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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Thursday, November 08, 2018 10:10 AM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

I just spoke with [REDACTED] regarding his complaint. (2018-C-5376). He requested that his account be returned to the standard offer and understands that he won't incur an ETF. I reviewed his account with him and discussed that EM would be rerating his account. I advised him that he may owe a balance to EM since there is still a past due on the account. He would like to make a payment soon, so I am wondering if it is possible to expedite the calculations so that I may provide him the amount due.

Thank you for your assistance in this matter.

Beth Somers

From: April Lusk [mailto:alusk@providerpower.com]
Sent: Wednesday, November 07, 2018 3:09 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Thank you. I will await your response.



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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, November 07, 2018 1:46 PM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon,

I will need to check with the complainants to confirm that they did not want to continue as customers. Generally when they come to us with these kind of disputes, they have already taken the step of cancelling either directly with the CEP or through the T&D.

I will let you know what I find out.

Thank you,

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From: April Lusk [mailto:alusk@providerpower.com]
Sent: Wednesday, November 07, 2018 12:26 PM

To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good morning Ms. Somers,

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Poetzsch, Kathy

From: April Lusk <alusk@providerpower.com>
Sent: Tuesday, November 13, 2018 2:35 PM
To: Somers, Elizabeth
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Thank you. I look forward to hearing back from you.



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Additionally, has there been any update on 2018-C-5995?

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Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Monday, December 03, 2018 8:41 AM
To: 'April Lusk'
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

I have not heard from [REDACTED]. Since he came to us because of his concern about being improperly enrolled, I would request that EM return the account to the standard offer.

Could you please update me with the information of when this will occur and when the re-rate will be completed?

Thank you,

Beth Somers

From: April Lusk [mailto:alusk@providerpower.com]
Sent: Tuesday, November 13, 2018 2:35 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

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To: April Lusk <alusk@sparkenergy.com>
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Best regards,

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12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Thursday, November 08, 2018 10:10 AM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

I just spoke with [REDACTED] regarding his complaint. (2018-C-5376). He requested that his account be returned to the standard offer and understands that he won't incur an ETF. I reviewed his account with him and discussed that EM would be rerating his account. I advised him that he may owe a balance to EM since there is still a past due on the account. He would like to make a payment soon, so I am wondering if it is possible to expedite the calculations so that I may provide him the amount due.

Thank you for your assistance in this matter.

Beth Somers

From: April Lusk [mailto:alusk@providerpower.com]
Sent: Wednesday, November 07, 2018 3:09 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Thank you. I will await your response.



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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, November 07, 2018 1:46 PM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon,

I will need to check with the complainants to confirm that they did not want to continue as customers. Generally when they come to us with these kind of disputes, they have already taken the step of cancelling either directly with the CEP or through the T&D.

I will let you know what I find out.

Thank you,

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Wednesday, November 07, 2018 12:26 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

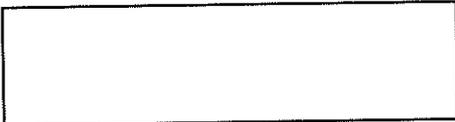
Good morning Ms. Somers,

The two accounts above are still active and are not pending termination. Are we to re-rate to the utility's rate from inception up until the most recent invoice that generated for each and then continue to bill them at the rate at which they enrolled? As such, if they continue to remain active the rate accepted on the TPV would be what is assessed monthly going forward for both accounts.

Please let me know how to proceed.

Thank you,

April Lusk



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Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Monday, December 03, 2018 12:09 PM
To: 'April Lusk'
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

Yes. Since we agreed that the customer was not provided with his rescission period, I would request that you submit the cancellation and rerate through the end of service date. However, I did leave a second message for [REDACTED] requesting he contact me today if he did not wish to return to the standard offer. So if you could wait to proceed until tomorrow, I will let you know if he responds.

Thank you,

Beth Somers

From: April Lusk [mailto:alusk@providerpower.com]
Sent: Monday, December 03, 2018 10:21 AM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good morning,

Thank you for the update. EM is able to provide a re-rate to [REDACTED] at the standard rate from inception to 9/27/2018 (*the date EM responded to this complaint*) but because his account is still active going forward he will be charged monthly at EM's rate unless he chooses to cancel the service and return to the utility? Are you stating to adjust the billing and submit a cancellation request?

Best regards,

April Lusk



April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, December 03, 2018 7:41 AM

To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

I have not heard from [REDACTED] Since he came to us because of his concern about being improperly enrolled, I would request that EM return the account to the standard offer.

Could you please update me with the information of when this will occur and when the re-rate will be completed?

Thank you,

Beth Somers

From: April Lusk [mailto:alusk@providerpower.com]
Sent: Tuesday, November 13, 2018 2:35 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Thank you. I look forward to hearing back from you.



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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Tuesday, November 13, 2018 1:34 PM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon Ms. Lusk,

I was unable to connect with [REDACTED] and left him a voicemail requesting that he contact me. I will update you when I hear from him.

Thank you,

Beth Somers

From: April Lusk [mailto:alusk@providerpower.com]
Sent: Monday, November 12, 2018 3:02 PM

To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good afternoon Ms. Somers,

Thank you for the update regarding [REDACTED] for 2018-C-5376. I have submitted the cancellation request and once the service terminates a re-rate will be submitted from inception to the termination date.

Additionally, has there been any update on 2018-C-5995?

Best regards,

April Lusk



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Sent: Thursday, November 08, 2018 10:10 AM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Morning Ms. Lusk,

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Thank you for your assistance in this matter.

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Wednesday, November 07, 2018 3:09 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Thank you. I will await your response.



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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, November 07, 2018 1:46 PM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

Good Afternoon,

I will need to check with the complainants to confirm that they did not want to continue as customers. Generally when they come to us with these kind of disputes, they have already taken the step of cancelling either directly with the CEP or through the T&D.

I will let you know what I find out.

Thank you,

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Wednesday, November 07, 2018 12:26 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

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Please let me know how to proceed.

Thank you,

April Lusk



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| Casenumbr | DocName | createdby | CreatedDate |
|-------------|---|------------------|-------------|
| 2018-C-5995 | FW 2018-C-5995.msg | Elizabeth.Somers | 8/27/2018 |
| 2018-C-5995 | 2018-C-5995 response.msg | Elizabeth.Somers | 9/27/2018 |
| 2018-C-5995 | Complaints.msg | Elizabeth.Somers | 11/6/2018 |
| 2018-C-5995 | Complaints.msg | Elizabeth.Somers | 11/13/2018 |
| 2018-C-5995 | RE EXTERNAL SENDER 2018-C-5995 and 2018-C-5376.msg | Elizabeth.Somers | 11/13/2018 |
| 2018-C-5995 | RE EXTERNAL SENDER 2018-C-5995 and 2018-C-5376 x2.msg | Elizabeth.Somers | 11/13/2018 |
| 2018-C-5995 | RE EXTERNAL SENDER 2018-C-5995 and 2018-C-5376 x 3.msg | Elizabeth.Somers | 11/13/2018 |
| 2018-C-5995 | ██████████ SOP request.msg | Elizabeth.Somers | 12/3/2018 |
| 2018-C-5995 | Clarification.msg | Elizabeth.Somers | 12/3/2018 |
| 2018-C-5995 | Requesting update.msg | Elizabeth.Somers | 2/6/2019 |
| 2018-C-5995 | RE EXTERNAL SENDER 2018-C-5995 and 2018-C-5376 0219.msg | Elizabeth.Somers | 2/14/2019 |
| 2018-C-5995 | 2018-C-5995 follow up.msg | Elizabeth.Somers | 2/15/2019 |
| 2018-C-5995 | 2018-C-5995 follow up.msg | Elizabeth.Somers | 2/15/2019 |

Note:-Deleted Documents are not included in the Export.



Date :01-11-2019

Maine Public Utilities Commission

Cad Case No.2018-C-6176

-----CAD case Metadata-----

| | | | |
|-------------------------------|--|--------------------------------------|------------------------|
| Case Number: | 2018-C-6176 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 9/5/2018 9:25:10 AM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | UTILITY DID NOT PROVIDE ADEQUATE SERVICE | Disposition Date: | 11/30/2018 10:56:23 AM |
| Appealed: | | Violation: | |
| Abatement: | 290 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Emmons Pamela |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|---------------------------|--|---------------|
| 1. | 12/4/2018 10:06:09 AM | Corrective note-On November 30 a Resolution letter was sent to the CEP and Customer. (Corrected CEO to CEP). Customer has not contacted CASD after several attempts to discuss the results of CASD investigation. Matter was resolved when CEP refunded customer and waived termination fees. Resolution letter sent to customer on 11/30 advising him of the same. | Pamela.Emmons |
| 2. | 11/30/2018 10:57:44 AM | POSSIBLE VIOLATION- 305 B Small Customer Protections Section 6-Renewals EM was unable to provide CASD with renewal notices from 2014-current. | Pamela.Emmons |
| 3. | 11/30/2018 10:51:25 AM | Attachment-Resolution letter sent to CEO via email and customer via USP | Pamela.Emmons |
| 4. | 11/21/2018 8:38:00 AM | Attachment-Refund calculations from EM-customer to receive refund equal to \$190.31 covering the period from 9/2013-10/2018. I called [REDACTED] leaving him a voice message on [REDACTED] asking that he call me so we can discuss the results of my investigation. | Pamela.Emmons |
| 5. | 11/8/2018 10:54:40 AM | I called [REDACTED] on the number provided leaving him a voice mail message with my contact information. | Pamela.Emmons |
| 6. | 11/7/2018 1:11:49 PM | Attachment-EM is unable to located renewal notices therefore it will be rendering [REDACTED] an adjustment. | Pamela.Emmons |
| 7. | 11/6/2018 10:01:23 AM | Placed follow-up called to our contact at EM requesting that she return my call. | Pamela.Emmons |
| 8. | 11/5/2018 11:10:19 AM | Attachment- 9/28/2018 Account information provided by EM. A review of the account, today, information provide by EM shows that EM has not maintained its records e.g.no Welcome Letter, no TVP, no emails associated with renewals. Also attached is an email from today asking CEP about the status of the renewal emails. Notes from EM contact state that EM customer was under contract commencing on 12/1/2016-12/1/2018. On September 28, 2018, EM cancelled service waiving the early termination fees. | Pamela.Emmons |

- 9. 11/5/2018 11:29:44 AM Review of Customer's billing account show's that CEP was dropped on 10/30 and returned to SOP on 10/31. Pamela.Emmons

- 10. 9/5/2018 11:17:28 AM Attachment-Request for information sent to EM Pamela.Emmons

- 11. 9/5/2018 11:06:17 AM IN-take by specialist (LB)- I got my CMP and notice it went astronomical. Come to find out I have a competitive electricity supplier that I never signed up for. I did years ago but was on the standard offer. Unsure as to how I got them back on my account. I have called them to try and cancel but I can't as they said I have a contract and it will cost me 100.00. Don't understand how they can do that when I have never talked with them or gotten any papers. Called and spoke to a CSR but they couldn't help us. Pamela.Emmons

-----CAD Case Details-----

-Complainant's Information

| | | | |
|--|-------------|----------------------------|------------|
| Case Number : | 2018-C-6176 | Complainant's First Name : | [REDACTED] |
| Complainant's Middle Name : | | Complainant's Last Name : | [REDACTED] |
| Complainant's Suffix : | | Complainant's Telephone : | [REDACTED] |
| Complainant's Email Address : | | | |
| Complainant's Telephone Number (Secondary) : | | | |

Service Information

| | | | |
|--------------------|------------|---|-------|
| Service Name : | | Is your mailing address is different than service address : | No |
| Service Address : | [REDACTED] | Service Address (Continued) : | |
| Service City : | Sidney | Service State : | MAINE |
| Service Zip Code : | 04330 | | |

Utility Detail

| | | | |
|---------------------------------------|------------------------|----------------------------|------------|
| Utility/Industry Type : | Electric | Utility/Industry Subtype : | CEPs |
| Utility Company Name : | ELECTRICITY MAINE, LLC | Utility Account Number : | [REDACTED] |
| Have you contacted Utility Company? : | Yes | Date of Contact : | 09/04/2018 |

Other Detail

Issues : CEP Terms of Service

Disposition Detail

| | | | |
|-------------------------|------|--------------------|--|
| Case Status : | Open | Disposition Type : | UTILITY DID NOT PROVIDE ADEQUATE SERVICE |
| Important Decision : | No | Comments : | |
| Is Possible Violation : | Yes | | |

Other Information

| | |
|--|---|
| Abatement Amount(\$): | 290.31 I got my CMP and notice it went astronomical. Come to find out I have a competitive electricity supplier that I never signed up for. I did years ago but was on the standard offer. Unsure as to how I got them back on my account. I have called them to try and cancel but I can't as they said I have a contract and it will cost me 100.00. Don't understand how they can do that when I have never talked with them or gotten any papers. Called and spoke to a CSR but they couldn't help us. |
| Customer complaint : | |
| What Customer wants MPUC to do? | Look into how they manager to be my supplier. |

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Wednesday, September 05, 2018 11:16 AM
To: 'consumeraffairs@sparkenergy.com'
Subject: 2018-C-6176

Good morning:

CASD received a call from [REDACTED] this morning regarding Electricity Maine ("EM") being his supplier. He stated that he had had EM years ago but had defaulted to the SOP. He stated that he did not receive any paperwork from EM stating that he returned to EM. He further stated that when he called EM he was advised that he would be subject to a termination fee of \$100.00.

[REDACTED]

Sidney, ME

[REDACTED]

Utility Account No. [REDACTED]

Would you please provide me with the following information as soon as possible but not later than September 18:

- 1) Copy of the Welcome Package
- 2) Copy of the TPV
- 3) All customer contact logs for the past 12 months.
- 4) Copies of Renewal notices and the method in which they were delivered.

Thank you for your assistance with this matter,

Pamela J. Emmons

Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

Poetzsch, Kathy

From: Martha Lopez <martha.lopez@providerpower.com>
Sent: Friday, September 28, 2018 6:52 PM
To: Emmons, Pamela
Cc: Regulatory
Subject: [EXTERNAL SENDER] RE: 2018-C-6176

To Whom This May Concern:

This is Electricity Maine's ("EME") response to MPUC Complaint No. 2018-C-6176.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint with the Maine Public Utilities Commission ("MPUC") because he states that he has not been notified that his service would default back to the Standard Offer. He also goes on to state that he contacted EME; however, he was advised that he would have to pay \$100 termination fee.

Investigative Results:

- On 1/13/2013, EME emailed [REDACTED] the Contract Expiration Notice, to the email address of [REDACTED]
- On 9/25/2013, EME sent [REDACTED] the Contract Renewal Notice via email.
- On 9/1/2014, EME sent [REDACTED] Contract Renewal Notice via email.
- On 12/1/2014, [REDACTED] fixed rate of .1064 cents/kWh took effect.
- On 9/27/2016, EME sent [REDACTED] the Contract Renewal Notice via email.
- On 12/1/2016, [REDACTED] fixed rate of .1064 cents/kWh took effect.
- On 9/5/2018, EME received MPUC Complaint No. 2018-C-6176.

Outcome:

EME would like to sincerely apologize for any inconvenience [REDACTED] may have experienced.

Upon further research of the account, it was determined that [REDACTED] account is still under a contract. His current rate of .1064 cents/kWh became effective on 12/1/2016 and is scheduled to end on 12/1/2018. As a courtesy, EME has submitted a cancellation and has agreed to waive the cancellation fee.

Unfortunately, the Welcome Letter and TPV were not located due to the length of time that the enrollment took place. Attached you will find the account notes as requested. We are still currently attempting to locate a copy of the emails that were sent to [REDACTED].

Please let me know if you have any further questions or concerns.

Best regards,

Martha Lopez



Martha Lopez | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-217-1909 |
martha.lopez@providerpower.com | <https://www.providerpower.com>

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From: Emmons, Pamela <Pamela.Emmons@maine.gov>
Sent: Wednesday, September 05, 2018 10:16 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-6176

Good morning:

CASD received a call from [REDACTED] this morning regarding Electricity Maine ("EM") being his supplier. He stated that he had had EM years ago but had defaulted to the SOP. He stated that he did not receive any paperwork from EM stating that he returned to EM. He further stated that when he called EM he was advised that he would be subject to a termination fee of \$100.00.

[REDACTED]

Sidney, ME

Utility Account No. [REDACTED]

Would you please provide me with the following information as soon as possible but not later than September 18:

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Thank you for your assistance with this matter,

Pamela J. Emmons

Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

Poetzsch, Kathy

From: Martha Lopez <martha.lopez@sparkenergy.com>
Sent: Friday, September 28, 2018 7:04 PM
To: Emmons, Pamela
Cc: Regulatory
Subject: [EXTERNAL SENDER] RE: 2018-C-6176
Attachments: [REDACTED]_Account Notes.pdf

Apologies, attached are the account notes.



Martha Lopez | Regulatory Specialist
 12140 Wickchester Ln, Ste 100 | Houston, TX 77079
 Tel: 832-217-1909 |
 martha.lopez@sparkenergy.com | <http://www.sparkenergy.com>

Connect with Spark Energy



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From: Martha Lopez
Sent: Friday, September 28, 2018 5:52 PM
To: 'Emmons, Pamela' <Pamela.Emmons@maine.gov>
Cc: Regulatory <regulatory@sparkenergy.com>
Subject: RE: 2018-C-6176

To Whom This May Concern:

This is Electricity Maine's ("EME") response to MPUC Complaint No. 2018-C-6176.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint with the Maine Public Utilities Commission ("MPUC") because he states that he has was not notified that his service would default back to the Standard Offer. He also goes on to state that he contacted EME; however was advised that he would have to pay \$100 termination fee.

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- On 9/1/2014, EME sent [REDACTED] Contract Renewal Notice via email.
- On 12/1/2014, [REDACTED] fixed rate of .1064 cents/kWh took effect.

- On 9/27/2016, EME sent [REDACTED] the Contract Renewal Notice via email.
- On 12/1/2016, [REDACTED] fixed rate of .1064 cents/kWh took effect.
- On 9/5/2018, EME received MPUC Complaint No. 2018-C-6176.

Outcome:

EME would like to sincerely apologize for any inconvenience [REDACTED] may have experienced.

Upon further research of the account, it was determined that [REDACTED] account is still under a contract. His current rate of .1064 cents/kWh became effective on 12/1/2016 and is scheduled to end on 12/1/2018. As a courtesy, EME has submitted a cancellation and has agreed to waive the cancellation fee.

Unfortunately, the Welcome Letter and TPV were not located due to the length of time that the enrollment took place. Attached you will find the account notes as requested. We are still currently attempting to locate a copy of the emails that were sent to [REDACTED]

Please let me know if you have any further questions or concerns.

Best regards,

Martha Lopez

From: Emmons, Pamela <Pamela.Emmons@maine.gov>
Sent: Wednesday, September 05, 2018 10:16 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-6176

Good morning:

CASD received a call from [REDACTED] this morning regarding Electricity Maine ("EM") being his supplier. He stated that he had had EM years ago but had defaulted to the SOP. He stated that he did not receive any paperwork from EM stating that he returned to EM. He further stated that when he called EM he was advised that he would be subject to a termination fee of \$100.00.

[REDACTED]
Sidney, ME
[REDACTED]
Utility Account No [REDACTED]

Would you please provide me with the following information as soon as possible but not later than September 18:

- 1) Copy of the Welcome Package
- 2) Copy of the TPV
- 3) All customer contact logs for the past 12 months.
- 4) Copies of Renewal notices and the method in which they were delivered.

Thank you for your assistance with this matter,
Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division

Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

| | | | | | |
|------------------------|----------------|------------------|------------|------------|--|
| 09/04/2018 16:58:33 | Correspondence | wirahata | AcctAdjust | | [REDACTED] ci stated she wants to cancel offer product change fixed rate 12mo .087 offer declined at the moment she stated she would call back |
| 07/24/2018 19:54:01 | Correspondence | Provider_API MIS | | 09/30/2016 | Category: RenewLetr2 Logdate: 09/30/2016 User: dkuehl . Note: [REDACTED] TOS V17 ~ 0. 10649400 ~24Mths |
| 07/24/2018 19:06:51 | Correspondence | Provider_API MIS | | 09/27/2016 | Category: RenewLetr1 Logdate: 09/27/2016 User: dkuehl . Note: [REDACTED] TOS V17 ~ 0. 10649400 ~24Mths |
| 07/24/2018 04:37:48 | Correspondence | Provider_API MIS | | 09/01/2014 | Category: RenewLetr1 Logdate: 09/01/2014 User: dkuehl . Note: [REDACTED] |
| 07/23/2018 21:37:38 | Correspondence | Provider_API MIS | | 09/25/2013 | Category: RenewLetr1 Logdate: 09/25/2013 User: ahennings . Note: Sending renew letter for November. |
| 07/23/2018 15:36:59 | Correspondence | Provider_API MIS | | 01/16/2013 | Category: RenewLetr1 Logdate: 01/16/2013 User: ahennings . Note: [REDACTED] |
| 09/25/2013 14:36:00 | Correspondence | ahennings | RenewLetr | | Sending renew letter for November. |
| 01/16/2013 00:00:00 | Correspondence | ahennings | RenewLetr | | [REDACTED] |

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Monday, November 05, 2018 11:25 AM
To: 'Martha Lopez'
Cc: Regulatory
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6176

Dear Ms. Lopez:

Have you been able to locate the emails that were sent to the customer regarding renewals. According to your email response on September 28, 2018 you stated that you would forward copies of the renewal emails to me.

Please provide me with the status of the emails.

Sincerely,

Pamela J. Emmons

Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Martha Lopez [mailto:martha.lopez@sparkenergy.com]
Sent: Friday, September 28, 2018 7:04 PM
To: Emmons, Pamela <Pamela.Emmons@maine.gov>
Cc: Regulatory <regulatory@sparkenergy.com>
Subject: [EXTERNAL SENDER] RE: 2018-C-6176

Apologies, attached are the account notes.



Martha Lopez | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-217-1909 |
martha.lopez@sparkenergy.com | <http://www.sparkenergy.com>

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in reliance on the contents of this information is strictly prohibited.

From: Martha Lopez
Sent: Friday, September 28, 2018 5:52 PM
To: 'Emmons, Pamela' <Pamela.Emmons@maine.gov>
Cc: Regulatory <regulatory@sparkenergy.com>
Subject: RE: 2018-C-6176

To Whom This May Concern:

This is Electricity Maine's ("EME") response to MPUC Complaint No. 2018-C-6176.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint with the Maine Public Utilities Commission ("MPUC") because he states that he has not been notified that his service would default back to the Standard Offer. He also goes on to state that he contacted EME; however, he was advised that he would have to pay a \$100 termination fee.

Investigative Results:

- On 1/13/2013, EME emailed [REDACTED] the Contract Expiration Notice, to the email address of [REDACTED]
- On 9/25/2013, EME sent [REDACTED] the Contract Renewal Notice via email.
- On 9/1/2014, EME sent [REDACTED] Contract Renewal Notice via email.
- On 12/1/2014, [REDACTED] fixed rate of .1064 cents/kWh took effect.
- On 9/27/2016, EME sent [REDACTED] the Contract Renewal Notice via email.
- On 12/1/2016, [REDACTED] fixed rate of .1064 cents/kWh took effect.
- On 9/5/2018, EME received MPUC Complaint No. 2018-C-6176.

Outcome:

EME would like to sincerely apologize for any inconvenience [REDACTED] may have experienced.

Upon further research of the account, it was determined that [REDACTED] account is still under a contract. His current rate of .1064 cents/kWh became effective on 12/1/2016 and is scheduled to end on 12/1/2018. As a courtesy, EME has submitted a cancellation and has agreed to waive the cancellation fee.

Unfortunately, the Welcome Letter and TPV were not located due to the length of time that the enrollment took place. Attached you will find the account notes as requested. We are still currently attempting to locate a copy of the emails that were sent to [REDACTED]

Please let me know if you have any further questions or concerns.

Best regards,

Martha Lopez

From: Emmons, Pamela <Pamela.Emmons@maine.gov>
Sent: Wednesday, September 05, 2018 10:16 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-6176

Good morning:

CASD received a call from [REDACTED] this morning regarding Electricity Maine ("EM") being his supplier. He stated that he had had EM years ago but had defaulted to the SOP. He stated that he did not receive any paperwork from EM stating that he returned to EM. He further stated that when he called EM he was advised that he would be subject to a termination fee of \$100.00.

[REDACTED]
Sidney, ME
[REDACTED]

Utility Account No. [REDACTED]

Would you please provide me with the following information as soon as possible but not later than September 18:

- 1) Copy of the Welcome Package
- 2) Copy of the TPV
- 3) All customer contact logs for the past 12 months.
- 4) Copies of Renewal notices and the method in which they were delivered.

Thank you for your assistance with this matter,

Pamela J. Emmons

Senior Consumer Assistance Specialist

Consumer Assistance & Safety Division

Maine Public Utilities Commission

18 State House Station

Augusta, ME 04330

Hot Line Number: 800 452-4699

Direct Line 207-287-4937

Fax: 207-287-6889

pamela.emmons@maine.gov

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Wednesday, November 07, 2018 1:10 PM
To: 'Customer Concerns'
Cc: Regulatory
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6176

Martha:

I look forward to receipt of your calculations regarding this matter.

Best regards,
Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Tuesday, November 06, 2018 5:57 PM
To: Emmons, Pamela <Pamela.Emmons@maine.gov>
Cc: Regulatory <regulatory@sparkenergy.com>
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6176

Good afternoon Pamela,

We have attempted to locate the emails that were sent to [REDACTED]; however were unable to locate them. In light of this situation, we have submitted a request to adjust the account. Once the calculations are provided, we will be more than happy to provide that to you.

Kind regards,
Martha

From: Emmons, Pamela <Pamela.Emmons@maine.gov>
Sent: Monday, November 05, 2018 10:25 AM
To: Martha Lopez <martha.lopez@sparkenergy.com>
Cc: Regulatory <regulatory@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6176

Dear Ms. Lopez:

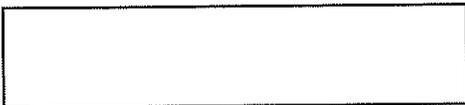
Have you been able to locate the emails that were sent to the customer regarding renewals. According to your email response on September 28, 2018 you stated that you would forward copies of the renewal emails to me.

Please provide me with the status of the emails.

Sincerely,
Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Martha Lopez [<mailto:martha.lopez@sparkenergy.com>]
Sent: Friday, September 28, 2018 7:04 PM
To: Emmons, Pamela <Pamela.Emmons@maine.gov>
Cc: Regulatory <regulatory@sparkenergy.com>
Subject: [EXTERNAL SENDER] RE: 2018-C-6176

Apologies, attached are the account notes.



Martha Lopez | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-217-1909 |
martha.lopez@sparkenergy.com | <http://www.sparkenergy.com>

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From: Martha Lopez
Sent: Friday, September 28, 2018 5:52 PM
To: 'Emmons, Pamela' <Pamela.Emmons@maine.gov>
Cc: Regulatory <regulatory@sparkenergy.com>
Subject: RE: 2018-C-6176

To Whom This May Concern:

This is Electricity Maine's ("EME") response to MPUC Complaint No. 2018-C-6176.

Thank you for bringing  concern to our attention and for allowing us to address it.

██████████ has filed a complaint with the Maine Public Utilities Commission ("MPUC") because he states that he has not been notified that his service would default back to the Standard Offer. He also goes on to state that he contacted EME; however, he was advised that he would have to pay a \$100 termination fee.

Investigative Results:

- On 1/13/2013, EME emailed ██████████ the Contract Expiration Notice, to the email address of ██████████
- On 9/25/2013, EME sent ██████████ the Contract Renewal Notice via email.
- On 9/1/2014, EME sent ██████████ Contract Renewal Notice via email.
- On 12/1/2014, ██████████ fixed rate of .1064 cents/kWh took effect.
- On 9/27/2016, EME sent ██████████ the Contract Renewal Notice via email.
- On 12/1/2016, ██████████ fixed rate of .1064 cents/kWh took effect.
- On 9/5/2018, EME received MPUC Complaint No. 2018-C-6176.

Outcome:

EME would like to sincerely apologize for any inconvenience ██████████ may have experienced.

Upon further research of the account, it was determined that ██████████ account is still under a contract. His current rate of .1064 cents/kWh became effective on 12/1/2016 and is scheduled to end on 12/1/2018. As a courtesy, EME has submitted a cancellation and has agreed to waive the cancellation fee.

Unfortunately, the Welcome Letter and TPV were not located due to the length of time that the enrollment took place. Attached you will find the account notes as requested. We are still currently attempting to locate a copy of the emails that were sent to ██████████.

Please let me know if you have any further questions or concerns.

Best regards,

Martha Lopez

From: Emmons, Pamela <Pamela.Emmons@maine.gov>
Sent: Wednesday, September 05, 2018 10:16 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-6176

Good morning:

CASD received a call from ██████████ this morning regarding Electricity Maine ("EM") being his supplier. He stated that he had had EM years ago but had defaulted to the SOP. He stated that he did not receive any paperwork from EM stating that he returned to EM. He further stated that when he called EM he was advised that he would be subject to a termination fee of \$100.00.

██████████
Sidney, ME
██████████
Utility Account No. ██████████

Would you please provide me with the following information as soon as possible but not later than September 18:

- 1) Copy of the Welcome Package
- 2) Copy of the TPV
- 3) All customer contact logs for the past 12 months.
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Thank you for your assistance with this matter,

Pamela J. Emmons

Senior Consumer Assistance Specialist

Consumer Assistance & Safety Division

Maine Public Utilities Commission

18 State House Station

Augusta, ME 04330

Hot Line Number: 800 452-4699

Direct Line 207-287-4937

Fax: 207-287-6889

pamela.emmons@maine.gov

Poetzsch, Kathy

From: Martha Lopez <martha.lopez@sparkenergy.com>
Sent: Tuesday, November 20, 2018 6:48 PM
To: Emmons, Pamela
Cc: Regulatory
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6176
Attachments: [REDACTED] Cost Analysis.pdf

Good evening [REDACTED]

Attached is the cost analysis for [REDACTED] as requested. [REDACTED] can expect a refund in the amount of \$190.31.

Kind regards,
Martha



Martha Lopez | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-217-1909 |
martha.lopez@sparkenergy.com | <http://www.sparkenergy.com>

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From: Emmons, Pamela <Pamela.Emmons@maine.gov>
Sent: Wednesday, November 07, 2018 12:10 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Cc: Regulatory <regulatory@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6176

Martha:

I look forward to receipt of your calculations regarding this matter.

Best regards,
Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
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pamela.emmons@maine.gov

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Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6176

Good afternoon Pamela,

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To: Martha Lopez <martha.lopez@sparkenergy.com>
Cc: Regulatory <regulatory@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6176

Dear Ms. Lopez:

Have you been able to locate the emails that were sent to the customer regarding renewals. According to your email response on September 28, 2018 you stated that you would forward copies of the renewal emails to me.

Please provide me with the status of the emails.

Sincerely,
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Consumer Assistance & Safety Division
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From: Martha Lopez [<mailto:martha.lopez@sparkenergy.com>]
Sent: Friday, September 28, 2018 7:04 PM
To: Emmons, Pamela <Pamela.Emmons@maine.gov>
Cc: Regulatory <regulatory@sparkenergy.com>
Subject: [EXTERNAL SENDER] RE: 2018-C-6176

Apologies, attached are the account notes.



Martha Lopez | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
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Sent: Friday, September 28, 2018 5:52 PM
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Cc: Regulatory <regulatory@sparkenergy.com>
Subject: RE: 2018-C-6176

To Whom This May Concern:

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Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint with the Maine Public Utilities Commission (“MPUC”) because he states that he has was not notified that his service would default back to the Standard Offer. He also goes on to state that he contacted EME; however was advised that he would have to pay \$100 termination fee.

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- On 9/25/2013, EME sent [REDACTED] the Contract Renewal Notice via email.
- On 9/1/2014, EME sent [REDACTED] Contract Renewal Notice via email.
- On 12/1/2014, [REDACTED] fixed rate of .1064 cents/kWh took effect.
- On 9/27/2016, EME sent [REDACTED] the Contract Renewal Notice via email.
- On 12/1/2016, [REDACTED] fixed rate of .1064 cents/kWh took effect.
- On 9/5/2018, EME received MPUC Complaint No. 2018-C-6176.

Outcome:

EME would like to sincerely apologize for any inconvenience [REDACTED] may have experienced.

Upon further research of the account, it was determined that [REDACTED] account is still under a contract. His current rate of .1064 cents/kWh became effective on 12/1/2016 and is scheduled to end on 12/1/2018. As a courtesy, EME has submitted a cancellation and has agreed to waive the cancellation fee.

Unfortunately, the Welcome Letter and TPV were not located due to the length of time that the enrollment took place. Attached you will find the account notes as requested. We are still currently attempting to locate a copy of the emails that were sent to [REDACTED].

Please let me know if you have any further questions or concerns.

Best regards,

Martha Lopez

From: Emmons, Pamela <Pamela.Emmons@maine.gov>
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To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-6176

Good morning:

CASD received a call from [REDACTED] this morning regarding Electricity Maine ("EM") being his supplier. He stated that he had had EM years ago but had defaulted to the SOP. He stated that he did not receive any paperwork from EM stating that he returned to EM. He further stated that when he called EM he was advised that he would be subject to a termination fee of \$100.00.

[REDACTED]
Sidney, ME
[REDACTED]
Utility Account No. [REDACTED]

Would you please provide me with the following information as soon as possible but not later than September 18:

- 1) Copy of the Welcome Package
- 2) Copy of the TPV
- 3) All customer contact logs for the past 12 months.
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Thank you for your assistance with this matter,

Pamela J. Emmons
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Consumer Assistance & Safety Division
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Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

| Service Period | Usage | Total invoice | Correct rate | Energy Charge | Total invoice | Variance | |
|----------------------|---------|---------------|--------------|---------------|---------------|----------|-----------|
| 9/29/2018-10/29/2018 | 635.00 | \$67.6200 | \$0.0792 | \$50.30 | \$50.30 | -\$17.32 | -\$190.31 |
| 8/31/2018-9/27/2018 | 622.00 | \$66.2400 | \$0.0792 | \$49.27 | \$49.27 | \$16.97 | |
| 8/1/2018-8/29/2018 | 860.00 | \$92.2200 | \$0.0792 | \$68.12 | \$111.71 | \$19.49 | |
| 6/30/2018-7/30/2018 | 984.00 | \$106.1600 | \$0.0792 | \$77.94 | \$184.71 | \$78.55 | |
| 6/1/2018-6/28/2018 | 551.00 | \$58.6800 | \$0.0792 | \$43.64 | \$43.64 | -\$15.04 | |
| 5/1/2018-5/30/2018 | 537.00 | \$57.1900 | \$0.0792 | \$42.53 | \$42.53 | -\$14.66 | |
| 3/31/2018-4/29/2018 | 540.00 | \$57.5100 | \$0.0792 | \$42.77 | \$42.77 | -\$14.74 | |
| 3/2/2018-3/29/2018 | 553.00 | \$58.8900 | \$0.0792 | \$43.80 | \$43.80 | -\$15.09 | |
| 2/1/2018-2/28/2018 | 529.55 | \$56.2300 | \$0.0792 | \$41.94 | \$41.94 | -\$14.29 | |
| 12/30/2017-1/30/2018 | 630.55 | \$66.9800 | \$0.0669 | \$42.19 | \$42.19 | -\$24.79 | |
| 12/1/2017-12/28/2017 | 706.55 | \$75.0800 | \$0.0669 | \$47.28 | \$47.28 | -\$27.80 | |
| 11/2/2017-11/29/2017 | 646.55 | \$68.6900 | \$0.0669 | \$43.26 | \$43.26 | -\$25.43 | |
| 10/2/2017-10/31/2017 | 674.55 | \$71.6700 | \$0.0669 | \$45.13 | \$45.13 | -\$26.54 | |
| 9/4/2017-9/30/2017 | 587.00 | \$62.5100 | \$0.0669 | \$39.28 | \$39.28 | -\$23.23 | |
| 8/2/2017-9/3/2017 | 769.00 | \$82.0000 | \$0.0669 | \$51.45 | \$57.11 | -\$24.89 | |
| 7/4/2017-8/1/2017 | 803.00 | \$85.8200 | \$0.0669 | \$53.73 | \$70.38 | -\$15.44 | |
| 6/1/2017-7/3/2017 | 838.00 | \$89.7600 | \$0.0669 | \$56.07 | \$85.23 | -\$4.53 | |
| 5/1/2017-5/31/2017 | 581.00 | \$62.3600 | \$0.0669 | \$38.87 | \$38.87 | -\$23.49 | |
| 4/3/2017-4/30/2017 | 510.00 | \$54.3100 | \$0.0669 | \$34.12 | \$34.12 | -\$20.19 | |
| 3/2/2017-4/2/2017 | 685.00 | \$72.9500 | \$0.0669 | \$45.83 | \$45.83 | -\$27.12 | |
| 2/1/2017-3/1/2017 | 703.00 | \$74.8700 | \$0.0669 | \$47.04 | \$47.04 | -\$27.83 | |
| 1/3/2017-1/31/2017 | 634.00 | \$67.5200 | \$0.0669 | \$42.42 | \$42.42 | -\$25.10 | |
| 12/2/2016-1/2/2017 | 735.00 | \$78.2700 | \$0.0669 | \$49.18 | \$49.18 | -\$29.09 | |
| 11/2/2016-12/1/2016 | 664.00 | \$70.7100 | \$0.0644 | \$42.78 | \$42.78 | -\$27.93 | |
| 10/3/2016-11/1/2016 | 588.00 | \$62.6200 | \$0.0644 | \$37.88 | \$37.88 | -\$24.74 | |
| 9/1/2016-10/2/2016 | 710.00 | \$75.6100 | \$0.0644 | \$45.75 | \$45.75 | -\$29.86 | |
| 8/3/2016-8/31/2016 | 872.00 | \$93.5700 | \$0.0644 | \$56.18 | \$96.07 | \$2.50 | |
| 7/1/2016-8/2/2016 | 1009.00 | \$108.9700 | \$0.0644 | \$65.01 | \$163.82 | \$54.85 | |
| 6/1/2016-6/30/2016 | 653.00 | \$69.5400 | \$0.0644 | \$42.07 | \$42.07 | -\$27.47 | |
| 5/2/2016-5/31/2016 | 516.00 | \$54.9500 | \$0.0644 | \$33.25 | \$33.25 | -\$21.70 | |
| 4/1/2016-5/1/2016 | 530.00 | \$56.4400 | \$0.0644 | \$34.15 | \$34.15 | -\$22.29 | |
| 3/2/2016-3/31/2016 | 562.00 | \$59.8500 | \$0.0644 | \$36.21 | \$36.21 | -\$23.64 | |
| 2/1/2016-3/1/2016 | 633.00 | \$67.4100 | \$0.0656 | \$41.52 | \$41.52 | -\$25.89 | |
| 1/4/2016-1/31/2016 | 639.00 | \$68.0500 | \$0.0656 | \$41.92 | \$41.92 | -\$26.13 | |
| 12/2/2015-1/3/2016 | 828.00 | \$88.6400 | \$0.0654 | \$54.19 | \$79.11 | -\$9.53 | |
| 11/2/2015-12/1/2015 | 676.00 | \$71.9900 | \$0.0654 | \$44.24 | \$44.24 | -\$27.75 | |
| 10/1/2015-11/1/2015 | 634.00 | \$67.5200 | \$0.0654 | \$41.49 | \$41.49 | -\$26.03 | |
| 9/1/2015-9/30/2015 | 846.00 | \$90.6500 | \$0.0654 | \$55.36 | \$86.37 | -\$4.28 | |
| 8/3/2015-8/31/2015 | 825.00 | \$88.3000 | \$0.0654 | \$53.99 | \$77.74 | -\$10.56 | |
| 7/1/2015-8/2/2015 | 995.00 | \$107.3900 | \$0.0654 | \$65.11 | \$158.23 | \$50.84 | |
| 6/1/2015-6/30/2015 | 515.00 | \$54.8400 | \$0.0654 | \$33.70 | \$33.70 | \$21.14 | |
| 5/1/2015-5/31/2015 | 628.00 | \$66.8800 | \$0.0654 | \$41.10 | \$41.10 | -\$25.78 | |
| 4/1/2015-4/30/2015 | 593.00 | \$63.1500 | \$0.0654 | \$38.81 | \$38.81 | -\$24.34 | |
| 3/2/2015-3/31/2015 | 639.00 | \$68.0500 | \$0.0654 | \$41.82 | \$41.82 | -\$26.23 | |
| 2/2/2015-3/1/2015 | 708.00 | \$75.4000 | \$0.0654 | \$46.33 | \$46.33 | -\$29.07 | |
| 1/2/2015-2/1/2015 | 792.00 | \$84.5900 | \$0.0654 | \$51.83 | \$51.83 | -\$32.76 | |
| 12/2/2014-1/1/2015 | 782.00 | \$83.4700 | \$0.0756 | \$59.12 | \$70.35 | -\$13.12 | |
| 11/3/2014-12/1/2014 | 696.00 | \$55.5400 | \$0.0756 | \$52.62 | \$90.51 | \$34.97 | |

| | | | | | | | | |
|----------------------|---------|-----------|----------|---------|----------|---------|--|--|
| 10/1/2014-11/2/2014 | 915.00 | \$73.7400 | \$0.0756 | \$69.18 | \$69.18 | -\$4.56 | | |
| 9/3/2014-9/30/2014 | 790.00 | \$63.2200 | \$0.0756 | \$59.73 | \$70.48 | \$7.26 | | |
| 8/1/2014-9/2/2014 | 971.00 | \$78.4600 | \$0.0756 | \$73.41 | \$144.62 | \$66.16 | | |
| 7/2/2014-7/31/2014 | 1001.00 | \$80.9800 | \$0.0756 | \$75.68 | \$158.93 | \$77.95 | | |
| 6/2/2014-7/1/2014 | 843.00 | \$67.6800 | \$0.0756 | \$63.73 | \$89.86 | \$22.18 | | |
| 5/1/2014-6/1/2014 | 789.00 | \$63.1300 | \$0.0756 | \$59.65 | \$69.79 | \$6.66 | | |
| 4/1/2014-4/30/2014 | 719.00 | \$57.3800 | \$0.0756 | \$54.36 | \$54.36 | -\$3.02 | | |
| 3/3/2014-3/31/2014 | 663.00 | \$53.4700 | \$0.0756 | \$50.12 | \$50.12 | -\$3.35 | | |
| 2/3/2014-3/2/2014 | 791.00 | \$63.3000 | \$0.0756 | \$59.80 | \$70.57 | \$7.27 | | |
| 1/2/2014-2/2/2014 | 1045.00 | \$84.6800 | \$0.0683 | \$71.33 | \$163.35 | \$78.67 | | |
| 12/2/2013-1/1/2014 | 1075.00 | \$87.2200 | \$0.0683 | \$73.38 | \$178.31 | \$91.09 | | |
| 11/1/2013-12/1/2013 | 973.00 | \$67.2300 | \$0.0683 | \$66.42 | \$122.21 | \$54.98 | | |
| 10/1/2013-10/31/2013 | 1055.00 | \$73.1200 | \$0.0683 | \$72.01 | \$154.11 | \$80.99 | | |
| 9/3/2013-9/30/2013 | 652.00 | \$44.4900 | \$0.0683 | \$44.51 | \$44.51 | \$0.02 | | |

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Friday, November 30, 2018 10:52 AM
To: 'consumeraffairs@sparkenergy.com'
Subject: 2018-c-6176
Attachments: Resolved Letter.doc

Please find attached a Resolution Letter closing this case.

Pamela J. Emmons

Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov



STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Mark A. Vannoy
CHAIRMAN

Harry Lanphear
ADMINISTRATIVE DIRECTOR

R. Bruce Williamson
Randall D. Davis
COMMISSIONERS

November 30, 2018

[REDACTED]

Sidney, ME 04330

RE: CASD Case: 2018-C-6176 – Electricity Maine, LLC Electricity Maine, dba Provider
Power/Spark Energy (EM)
Account Number: [REDACTED]

Dear [REDACTED]:

On September 5, 2018, you contacted the Consumer Assistance & Safety Division (CASD) after contacting Electricity Maine, LLC regarding billing and possible early termination fees. You stated that at one time you had EM as your supplier; however, you believed that you cancelled its service some time ago. You asked the CASD for assistance.

I requested information from EM as it relates to this case. EM indicated that in 2013 you signed up for its service; however, EM was unable to locate your annual renewal notices for the following years. Upon discovery of this, EM processed the necessary documentation to return you to the standard offer price (SOP) with the next meter read. In addition, EM will be refunding you \$190.31 which is the difference between what you were billed and what you should have been billed under the SOP for service provided between September 3, 2013 to October 29, 2018. Furthermore, you will not be subject to an early termination.

By EM returning you to the SOP, refunding you the difference in charges and waiving early termination fees the cause of your complaint has been settled; therefore, I am closing this case as resolved.

I have attempt to reach several times leaving voice messages regarding your case. To date, I have not heard back from you. If you need to speak with me about this case, I am available by telephone weekdays at 800-452-4699. If you reach my voicemail, please leave your name, telephone number, the CASD Case Number shown above, and the reason for your call. If you prefer, you can reach me either by mail at: Maine Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018, or by e-mail at pamela.emmons@maine.gov.

Sincerely,

Pamela Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division

cc: Electricity Maine, LLC (via email)

| Casenumbr | DocName | createdby | CreatedDate |
|-------------|--|---------------|-------------|
| 2018-C-6176 | Request for information.msg | Pamela.Emmons | 9/5/2018 |
| 2018-C-6176 | EME case notes.msg | Pamela.Emmons | 11/5/2018 |
| 2018-C-6176 | EXTERNAL SENDER RE 2018-C-6176.msg | Pamela.Emmons | 11/5/2018 |
| 2018-C-6176 | Email to CEP re renewal notice emails.msg | Pamela.Emmons | 11/5/2018 |
| 2018-C-6176 | EM to render an adjustment to [REDACTED].msg | Pamela.Emmons | 11/7/2018 |
| 2018-C-6176 | Amount of refund.msg | Pamela.Emmons | 11/21/2018 |
| 2018-C-6176 | Resolved Letter.doc | Pamela.Emmons | 11/30/2018 |
| 2018-C-6176 | Email Resolution Letter to CEP.msg | Pamela.Emmons | 11/30/2018 |

Note:-Deleted Documents are not included in the Export.



Date :01-11-2019

Maine Public Utilities Commission

Cad Case No.2018-C-6186

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|-----------------------|
| Case Number: | 2018-C-6186 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | SLAMMING |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 9/5/2018 1:15:16 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | CUSTOMER WAS SLAMMED | Disposition Date: | 11/5/2018 10:39:58 AM |
| Appealed: | | Violation: | |
| Abatement: | 48 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Emmons Pamela |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|--------------------------|---|---------------|
| 1. | 11/6/2018 12:07:54 PM | Attachment- Email string between EM and CASD. EM advising CASD that it will not render any adjustments to customer. CASD's response is that my decision was that EM cannot recover more than what [REDACTED] would have been billed under SOP nor can it recover termination fees. [REDACTED] provided EM notice prior to activation of service (6/22/2018) that he wanted to cancel his enrollment (6/14/2018) with EM. He did not want EM as his supplier. EM elected to not honor his request and completed a work order taking over service after notice was rendered. Then an order was processed in July to remove him from EM. | Pamela.Emmons |
| 2. | 11/5/2018 10:36:42 AM | Possible Violation- 305 12 b Cancellation by Customer-Customer provided notice that he did not want service on June 14, 2018 and EM processed order to take service over on June 22, 2018. | Pamela.Emmons |
| 3. | 11/5/2018 10:10:35 AM | Attachment-Decision letter dated 11/5 sent to customer US mail-CEP email. I spoke with [REDACTED] regarding my decision. I explained that EM can recover only the amount which he would have been billed under SOP. I broke down my letter to him advising him that he did agree to take on service however he did contact EM prior to the effective date advising that he no longer wanted EM as his supplier. EM proceeded to set up service after notice was given to not establish service. I explained that CMP returned the amount due to EM \$124. However he would only be responsible for \$76 (difference between SOP/EM rate) and that where he was not a customer that he would not be subject to a termination fee. He said he just wants EM to bill him directly and was going to discuss the bill with them. I explained the purpose of my decision letter i.e. addressing his concerns about EM taking on his service after his notice to EM that he did not want the service. I stated that he would only be responsible for an amount equal to what he would have been billed as an SOP customer. I briefly explained the appeal process and there is a possibility that EM may not bill him. I asked if he understood my decision and he said he did. [REDACTED] kept saying he is elderly and sometimes forgets which is why we spoke about my decision at length. [REDACTED] then thanked me for looking into this matter for him. I explained that I would be closing his case. | Pamela.Emmons |

4. 11/5/2018 9:37:37 AM I have been attempting to reach [REDACTED] at the number provided; however, I get a recording that the call did not go through. Pamela.Emmons
5. 10/29/2018 4:20:10 PM Attachment-Internal CASD memo between Director Davidson and self. Pamela.Emmons
6. 10/29/2018 3:02:07 PM Attachment-Email to CEP re status of adjustment and copy of the August 20th bill showing EM. Also attached is an email from EM dated 10-1 stating that it would not render an adjustment. CEP clarified that it mailed the Welcome package on 5/25 with a start date of June 22; however, [REDACTED] on June 14 called to cancel service. From CEP notes it appears that his request was not completed/processed until July 14, 2018. Pamela.Emmons
7. 10/1/2018 4:20:30 PM Attachment- 1) EME account notes 2) Email to EME advising not in compliance with rule re enrolled customer before end of rescission period Pamela.Emmons
8. 9/25/2018 9:25:41 AM Attachment-Second request for information advising information should have been received on 9/19; therefore it needs to be provided to CASD tomorrow by close of business at the latest. Pamela.Emmons
9. 9/6/2018 3:56:24 PM [REDACTED] attempted to call Director Davidson. I called [REDACTED] explaining that I have his file and that Rept Tepler has been made aware that we have his case. He said that it was Rept Tepler that told him to call Director Davidson. I again told him that should he have any questions that he should call me. Pamela.Emmons
10. 9/6/2018 2:44:29 PM Attachment-Request for information from CEP Pamela.Emmons
11. 9/5/2018 4:46:31 PM [REDACTED] returned my call (he has caller ID). We spoke about his interactions with EM. He again advised me tat he had told EM that he did not want their service. I asked him if he recalled when the sales rept had gone to is home beginning of August. I told him that I would send a request to CEP to see what happened. Customer wants SOP services only.. Pamela.Emmons
12. 9/5/2018 1:16:06 PM [REDACTED] contact his state legislator regarding an issue with Electricity Maine (EM). He stated that he had been approached by a door-to-door sales rept. He stated he did not want EM service. He then received a call from another party Pamela.Emmons

and he again stated he did not want EM. [REDACTED]
received his bill and his supply portion of his bill was change to
EM.

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-C-6186
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :

Complainant's First Name : [REDACTED]
 Complainant's Last Name : [REDACTED]
 Complainant's Telephone : [REDACTED]

Service Information

Service Name :
 Service Address : [REDACTED]
 Service City : Topsham
 Service Zip Code : 04086

Is your mailing address is
 different than service address : No
 Service Address
 (Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility
 Company? Yes

Utility/Industry Subtype : CEPs
 Utility Account Number : [REDACTED]
 Date of Contact : 08/12/2018

Other Detail

Issues : SLAMMING

Disposition Detail

Case Status : Open
 Important Decision : No
 Is Possible Violation : Yes

Disposition Type : CUSTOMER
 WAS
 SLAMMED
 Comments :

Other Information

Abatement Amount(\$):

47.96

██████████ contact his state legislator regarding an issue with Electricity Maine (EM). He stated that he had been approached by a door-to-door sales rept. He stated he did not want EM service. He then received a call from another party and he again stated he did not want EM.

Customer complaint :

██████████ received his bill and his supply portion of his bill was change to EM. I attempted to reach him on the number provided ██████████ and was unable to leave a message because the phone rang without being answered. I will try to reach him again later.

What Customer wants MPUC to do?

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Thursday, September 06, 2018 2:43 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: 2018-C-6186

Good afternoon:

CASD received a call from [REDACTED] yesterday regarding Electricity Maine ("EM") being his supplier. He stated that a door-to-door sale person contacted him the beginning of August. He stated he advised the rept he did not was EM as his supplier. He stated that he received a call asking if he wanted EM as his supplier and again he said No. [REDACTED] [REDACTED] received his utility bill and he has been changed from SOP to EM.

[REDACTED]
Thompson ME 0486

[REDACTED]
Utility Account No. [REDACTED]

Would you please provide me with the following information as soon as possible but not later than September 19:

- 1) Copy of the Welcome Package
- 2) Copy of the TPV call
- 3) All customer contact logs for the past 12 months.

Sincerely,

Pamela J. Emmons

Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Tuesday, September 25, 2018 9:23 AM
To: 'consumeraffairs@sparkenergy.com'
Subject: RE: 2018-C-6186

Good morning:

Please provide me with the request information by close of business tomorrow at the very latest. The information was due back on Sept 19, 2018.

Sincerely,
Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Emmons, Pamela
Sent: Thursday, September 06, 2018 2:43 PM
To: 'consumeraffairs@sparkenergy.com' <consumeraffairs@sparkenergy.com>
Subject: 2018-C-6186

Good afternoon:

CASD received a call from [REDACTED] yesterday regarding Electricity Maine ("EM") being his supplier. He stated that a door-to-door sale person contacted him the beginning of August. He stated he advised the rept he did not was EM as his supplier. He stated that he received a call asking if he wanted EM as his supplier and again he said No. [REDACTED] received his utility bill and he has been changed from SOP to EM.

[REDACTED]
Thompson ME 0486

Utility Account No. [REDACTED]

Would you please provide me with the following information as soon as possible but not later than September 19:

- 1) Copy of the Welcome Package
- 2) Copy of the TPV call
- 3) All customer contact logs for the past 12 months.

Sincerely,
Pamela J. Emmons
Senior Consumer Assistance Specialist

Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Monday, October 01, 2018 4:14 PM
To: 'Customer Concerns'
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6186

Good afternoon:

I have found that EME is not in compliance with the rule.

For your convenience I have provided you with the Section of the rule that addresses when enrollment can commence i.e. at the conclusion of the rescission period.

Unfortunately, EME enrolled [REDACTED] on May 14th prior to receipt of his Welcome package and before the end of the rescission period.

I agree that the customer is responsible for the usage; however, the customer's service should not have migrated to EME on May 14th nor should he have been billed at the higher rate. Therefore, EME will need to process an adjustment to the customer for the difference between what he was billed and what he should have been billed at the SOP rate of .07921 per kWh. Please provide me with the calculation for the credit so I can share that amount with the customer.

Furthermore, [REDACTED] should not be subject to termination fees as service was activated prior to the conclusion of the recession period.

**65-407 Chapter 305-
 Section 4. Customer Protection**

B. Small Customer Protections-

2. Right of Rescission

d. **Waiting Period.** The competitive electricity provider shall not enroll a customer until the rescission period has expired.

Should you wish to discuss this matter further you can reach me at (207) 287-4937.

Pamela J. Emmons

Senior Consumer Assistance Specialist
 Consumer Assistance & Safety Division
 Maine Public Utilities Commission
 18 State House Station
 Augusta, ME 04330
 Hot Line Number: 800 452-4699
 Direct Line 207-287-4937
 Fax: 207-287-6889
pamela.emmons@maine.gov

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Friday, September 28, 2018 3:24 PM
To: Emmons, Pamela <Pamela.Emmons@maine.gov>
Subject: [EXTERNAL SENDER] RE: 2018-C-6186

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case # 2018-C-6186.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint because he stated that he never authorized service to Electric Maine ("EME"). He stated that he advised the Door-to-Door agent that he didn't want service with EME.

Investigative Results:

- On 05/14/2018, [REDACTED] enrolled via Door-to-Door representative associated with AGD Energy LLC into a rate of .127 0cents/kWh along with a \$100.00 Early Termination Fee with an effective date of 06/22/2018. (TPV Attached)
- On 05/25/2018 a Welcome Letter was generated and sent. (Letter Attached)
- On 06/14/2018, [REDACTED] contacted EME to cancel his electric service.
- On 07/14/2018, the cancellation request was accepted by the utility with an effective date of 07/23/2018.
- On 07/23/2018, the electric service with EME became inactive.
- On 09/06/2018, Provider received MPUC Complaint # 2018-C-6186.

Outcome:

EME would like to apologize for any inconvenience [REDACTED] may have experienced.

We'd like to confirm that per the TPV attached completed on 05/14/2018, [REDACTED] authorized the electric service enrollment with EME without any objections. Because of this, we have deemed the enrollment as valid with no credits of adjustments warranted.

Lastly, please be advised that the electric service terminated with EME on 07/23/2018 with the cancellation date solely determined by the utility and not EME.

Please let me know if you have any further questions or concerns.

Best regards,



Edwin Quinonez | Consumer Affairs Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

equinonez@providerpower.com | <https://www.providerpower.com>

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From: Emmons, Pamela <Pamela.Emmons@maine.gov>
Sent: Tuesday, September 25, 2018 8:23 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] RE: 2018-C-6186

Good morning:

Please provide me with the request information by close of business tomorrow at the very latest. The information was due back on Sept 19, 2018.

Sincerely,
Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Emmons, Pamela
Sent: Thursday, September 06, 2018 2:43 PM
To: 'consumeraffairs@sparkenergy.com' <consumeraffairs@sparkenergy.com>
Subject: 2018-C-6186

Good afternoon:

CASD received a call from [REDACTED] yesterday regarding Electricity Maine ("EM") being his supplier. He stated that a door-to-door sale person contacted him the beginning of August. He stated he advised the rept he did not was EM as his supplier. He stated that he received a call asking if he wanted EM as his supplier and again he said No. [REDACTED] [REDACTED] received his utility bill and he has been changed from SOP to EM.

[REDACTED]
Thompson ME 0486
[REDACTED]

Utility Account No. [REDACTED]

Would you please provide me with the following information as soon as possible but not later than September 19:

- 1) Copy of the Welcome Package
- 2) Copy of the TPV call
- 3) All customer contact logs for the past 12 months.

Sincerely,
Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission

18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Friday, September 28, 2018 3:24 PM
To: Emmons, Pamela
Subject: [EXTERNAL SENDER] RE: 2018-C-6186
Attachments: [REDACTED] EM 035014237628 Welcome Letter 5.25.18.pdf; [REDACTED]
 TPV.mp3

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case # 2018-C-6186.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint because he stated that he never authorized service to Electric Maine ("EME"). He stated that he advised the Door-to-Door agent that he didn't want service with EME.

Investigative Results:

- On 05/14/2018 [REDACTED] enrolled via Door-to-Door representative associated with AGD Energy LLC into a rate of .127 0cents/kWh along with a \$100.00 Early Termination Fee with an effective date of 06/22/2018. (TPV Attached)
- On 05/25/2018 a Welcome Letter was generated and sent. (Letter Attached)
- On 06/14/2018, [REDACTED] contacted EME to cancel his electric service.
- On 07/14/2018, the cancellation request was accepted by the utility with an effective date of 07/23/2018.
- On 07/23/2018, the electric service with EME became inactive.
- On 09/06/2018, Provider received MPUC Complaint # 2018-C-6186.

Outcome:

EME would like to apologize for any inconvenience [REDACTED] may have experienced.

We'd like to confirm that per the TPV attached completed on 05/14/2018, [REDACTED] authorized the electric service enrollment with EME without any objections. Because of this, we have deemed the enrollment as valid with no credits of adjustments warranted.

Lastly, please be advised that the electric service terminated with EME on 07/23/2018 with the cancellation date solely determined by the utility and not EME.

Please let me know if you have any further questions or concerns.

Best regards,



Edwin Quinonez | Consumer Affairs Specialist
 12140 Wickchester Ln, Ste 100 | Houston, TX 77079

equinonez@providerpower.com | <https://www.providerpower.com>

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From: Emmons, Pamela <Pamela.Emmons@maine.gov>
Sent: Tuesday, September 25, 2018 8:23 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] RE: 2018-C-6186

Good morning:

Please provide me with the request information by close of business tomorrow at the very latest. The information was due back on Sept 19, 2018.

Sincerely,
Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Emmons, Pamela
Sent: Thursday, September 06, 2018 2:43 PM
To: 'consumeraffairs@sparkenergy.com' <consumeraffairs@sparkenergy.com>
Subject: 2018-C-6186

Good afternoon:

CASD received a call from [REDACTED] yesterday regarding Electricity Maine ("EM") being his supplier. He stated that a door-to-door sale person contacted him the beginning of August. He stated he advised the rept he did not was EM as his supplier. He stated that he received a call asking if he wanted EM as his supplier and again he said No. [REDACTED] [REDACTED] received his utility bill and he has been changed from SOP to EM.

[REDACTED]
Thompson ME 0486
[REDACTED]
Utility Account No. [REDACTED]

Would you please provide me with the following information as soon as possible but not later than September 19:

- 1) Copy of the Welcome Package

- 2) Copy of the TPV call
- 3) All customer contact logs for the past 12 months.

Sincerely,

Pamela J. Emmons

Senior Consumer Assistance Specialist

Consumer Assistance & Safety Division

Maine Public Utilities Commission

18 State House Station

Augusta, ME 04330

Hot Line Number: 800 452-4699

Direct Line 207-287-4937

Fax: 207-287-6889

pamela.emmons@maine.gov



P.O. Box 421289
Houston, TX 77242

Welcome to the Family!

>000457 00525 005 P51121

Topsham, ME 04086-1153



5/25/2018

Dear [REDACTED]

Thank you for choosing Electricity Maine as your supplier!

You have selected a great plan to ensure peace of mind.

We've received your request to start service; you will officially be switched on your next meter reading. Please allow 1-2 billing cycles for the changes to take effect on your bill.

Once a customer, you'll enjoy the many benefits of being part of the family, including:

- Local customer care representatives who put you first
- Competitive plans, services and incentive programs

If you need assistance, please feel free to contact us at any time at 1-866-573-2674 or via email at customerservice@electricityme.com.

We look forward to servicing your energy needs.

Warm Regards,

Your Friends at Electricity Maine

My Plan Details

Account Number

[REDACTED]

Plan

100% Green 12D2D

Rate

12.70 Cents/KWH

Term

12 Months

Monthly Fee

\$0

Early Termination Fee

\$100.00

Service Type

Electric

Service Address

[REDACTED]

Utility

Central Maine Power



**TERMS OF SERVICE
Contract Disclosure Statement**

| | |
|--------------------------------|--|
| Type of plan | Fixed |
| Price per kWh | 12.70 Cents/KWH |
| Length of plan | 12 Months |
| Late payment fee (if any) | When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. |
| Deposit requirement (if any) | N/A |
| Early termination fee (if any) | \$100.00 |
| Other features (if any) | N/A |
| Right of Rescission: | After you sign up, you will have five (5) calendar days from receipt of this notice, or eight (8) calendar days if this Supply Contract is mailed to you, to reverse or "rescind" your decision. You can rescind orally by calling Electricity Maine at 1-866-573-2674; by email to customerservice@electricityme.com or in writing by mail to Electricity Maine, LLC, PO Box 1150, Auburn, Maine 04211-1150. |
| Toll-free number: | You can contact Electricity Maine with questions or complaints by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You also can contact Electricity Maine through its website at www.electricityme.com . |
| PUC Consumer Assistance: | You may also contact the State of Maine Public Utilities Commission (PUC) with complaints or questions at 1-800-452-4699. Current standard offer prices for comparison and other information about switching your supplier may be found at http://www.maine.gov/meopa/utilities/electric/supply.html . |
| Cancellation of Service: | You have the right to cancel your service with Electricity Maine at any time, subject to any early termination fee that would apply. To cancel service, you must notify Electricity Maine. Electricity Maine is required to notify your electric utility of the cancellation within 2 business days of your request. Electricity Maine will then process the cancellation for you. Unless you have signed up with another supplier, you will receive standard offer service, which is a supply service available to all electricity customers through a process administered by the PUC. |

You will receive two contract renewal notice prior to the end of the term of this contract. You will have the option to reject renewal and instead receive standard offer service or service from another supplier.





Terms Of Service

RESIDENTIAL AND SMALL NON-RESIDENTIAL CUSTOMERS

Electricity Maine, LLC
 Terms of Service
 (Version No. 19)
 Updated: 10/24/2017

1. **Purchase of Electric Generation Service.** Electricity Maine agrees to sell and you agree to buy your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement and the Contract Disclosure Statement (together, the "Supply Contract")—including an agreement for arbitration and class action waiver—throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that Electricity Maine provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.
2. **Price Structures.** *For greater clarity, all rates shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed at the fixed rate in cents per kilowatt hour set forth in the price structures set forth on your Contract Disclosure Statement for your actual consumption of electricity. The Price Structure does not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges and any other applicable charges imposed by your local utility or allowed by this Supply Contract. Choosing Electricity Maine as your electricity supplier does not guarantee savings when compared to other Competitive Electricity Providers or the current Standard Offer.
3. **Duration and Kind of Contract; Automatic Renewal.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Contract Disclosure Statement. The email address that you provided us at the time of enrollment will also be used as one method of contacting you for notices, renewals and disclosure information about your account. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with Electricity Maine. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter-reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted.

This Supply Contract will renew automatically unless terminated by you or Electricity Maine per the Termination Provisions set forth in this Supply Contract in Section 4. Between thirty (30) and sixty (60) calendar days prior to the end of the term of service of your Supply Contract, Electricity Maine will send two (2) written renewal notices (the "Renewal Notice"). Each Renewal Notice will notify you



of the existence and operation of this automatic renewal provision and either (i) a Contract Renewal Notice that sets forth the terms of the Supply Contract effective upon the automatic renewal, including any changes in the terms, the fixed rate electricity price that will apply to the renewal period, and the renewal term length, which shall not exceed the term of the existing contract term, or 12 months, whichever is shorter or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue until such time as a Contract Renewal Notice issues. During the Holdover Term or Contract Renewal you may cancel the Supply Contract without payment of any "Cost Recovery Fee."

4. **Termination Provisions.** Electricity Maine may terminate this Supply Contract in the event of your default as set forth in Section 5. Electricity Maine may terminate this Supply Contract in its sole discretion for any other reason upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract or Holdover Term described in Section 3. You may terminate this Supply Contract in writing or by phone with Electricity Maine at least 30 days prior to your contract end date and until such time as the Utility completes the termination in accordance with its rules. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a "Cost Recovery Fee" outlined in Section 9, which fee will not apply if you terminate during the Holdover Term or Contract Renewal. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination.

5. **Payment of Bills.** The cost of your electric generation service will be included on your bill from the Utility, and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply Contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. Electricity Maine reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. IN THE EVENT YOU DEFAULT IN YOUR PAYMENT OR OTHER OBLIGATIONS UNDER THIS SUPPLY CONTRACT, ELECTRICITY MAINE HAS THE RIGHT TO CANCEL THIS SUPPLY CONTRACT, AT WHICH TIME YOU WILL AUTOMATICALLY BE TRANSFERRED TO THE UTILITY'S STANDARD OFFER RATE PLAN. You will remain responsible for balances owed to Electricity Maine for generation service and Electricity Maine's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs. If at any time you enter into a payment plan with the Utility while you have an outstanding balance owed to Electricity Maine, you must notify Electricity Maine within fifteen (15) days of entering into such a plan. Outstanding balances owed to Electricity Maine may not be accounted for by the Utility payment plan, may appear as a separate balance on your bill, and will remain your responsibility. You agree to allow the utility to share your payment information for the purpose of consolidated billing.

6. **Credit Reporting.** When you first apply for service and during the term of the Supply Contract with Electricity Maine, Electricity Maine may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, Electricity Maine reserves the right to report your payment history to a credit reporting agency.

7. **Customer Deposits.** Electricity Maine does not require a customer deposit to enroll.

8. **Warranty Disclaimer; Damages; Force Majeure.**



ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY ELECTRICITY MAINE ON AN "AS IS" BASIS. ELECTRICITY MAINE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ELECTRICITY MAINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY.

You agree that Electricity Maine shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Electricity Maine shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. Electricity Maine's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall Electricity Maine be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. Electricity Maine will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Electricity Maine's control (Force Majeure events) may result in interruptions in service and Electricity Maine shall not be liable for any such interruptions. Electricity Maine does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that Electricity Maine shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond Electricity Maine's control.

9. Charges, Fees and Penalties. You will be charged for electric generation service supplied at the contract rate. Except as provided in this Supply Contract, no additional fees will be assessed to you by Electricity Maine unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for Electricity Maine to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee" of \$100.00. Electricity Maine reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation service, late payment or interest charges owed to your Utility as per Section 4 of this agreement. In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the Maine PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the Maine PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in Electricity Maine incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge. We may charge you up to \$25 for any returned check.

10. 10. Estimated Bills. In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill.



Electricity Maine reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.

11. Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products.

Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index.

Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results.

12. Right to Rescind. YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN FIVE (5) CALENDAR DAYS FROM RECEIPT OF THIS SUPPLY CONTRACT, OR WITHIN EIGHT (8) CALENDAR DAYS IF THIS SUPPLY CONTRACT IS MAILED TO YOU. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING THREE MEANS:

a) By telephone at: 1-866-573-2674;

b) By mailing us a written notice to rescind at:

Electricity Maine, LLC
 PO Box 1150
 Auburn, Maine 04211 -1150; or

c) By email through customerservice@electricityme.com.

13. Questions and Complaints. If you have a question or complaint about your electricity supply, you can contact Electricity Maine by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us through our website at www.electricityme.com.

14. Standard Offer Generation Service. All retail electricity customers in Maine are entitled to purchase their electricity supply from a competitive supplier or through standard offer service. Standard offer service is provided automatically to customers who do not sign a contract with a supplier for their electricity supply.

15. Changes in Terms of Service. In the event of any change in these Terms of Service during the term of this Supply Contract, Electricity Maine will notify you in writing by your email address on record between 30 and 60 calendar days in advance of such change. Except in connection with a renewal pursuant to Section 3, you must affirmatively consent to the effectiveness of the modified Terms of Service before such changes will become effective.

16. Assignment. This Supply Contract may be assigned or transferred by Electricity Maine to another competitive electricity provider without your consent if there is no change in the terms of the Supply Contract upon assignment. Notice of such assignment shall be provided to your e-mail address on record within 30 days after the assignment. You may not assign this Supply Contract, in whole or



part, or any of your rights or obligations hereunder, without prior written consent from Electricity Maine. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than Electricity Maine and you.

17. Do-Not-Call List. The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov; or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.

18. Consumer Protection Rights. You may contact the Maine Public Utilities Commission to obtain information on consumer protection rights by calling the Commission's Consumer Assistance Division Hotline at 1-800-452-4699, Monday through Friday, 9:00 a.m. to 4:00 p.m. or by writing to the Commission at:

Maine Public Utilities Commission
 Consumer Assistance Division
 18 State House Station
 Augusta, ME 04333-0018

19. Net Metering. If your account is subject to Net Metering under Chapter 313 (CNEBA) of the Rules of the Maine Public Utilities Commission, it requires an additional contract to be signed with Electricity Maine to cover specific payment arrangements for excess payment of power purchased over historical account usages at the time of enrollment. In addition to these terms, and ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be signed prior to enrollment of this account. Failure to sign this agreement may result in immediate return to Standard Offer of your account. Please call Electricity Maine at 1-866-573-2674 to set up this arrangement.

20. Meter Usage Information. Electricity Maine has authority to act as your agent to obtain Advanced Metering Information (AMI) and Historical Usage information for your account as part of this supplier agreement.

21. MANDATORY ARBITRATION AND CLASS ACTION WAIVER AGREEMENT.

- a. Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of your enrollment, purchase, these Terms of Service, or the relationship among the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between us, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.
- b. Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Electricity Maine at 306 Rodman Road, Auburn, ME, 04210 or (2) to you at the postal address on file with



us. Both you and Electricity Maine agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

- c. Right to Opt Out of this Arbitration Agreement. You may opt out of this Arbitration Agreement within the first 30 days after the earliest of the first time you (a) enroll and begin purchasing services from Electricity Maine; or (b) sign up for any further program or service provided by Electricity Maine. You may also opt out of this Arbitration Agreement within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email through Electricity Maine's website at electricityme.com or by sending a letter to 306 Rodman Road, Auburn, ME, 04210. You should include your printed name, mailing address, and the words "Reject Arbitration."

- d. How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. Arbitration shall take place in the country of your residence, as determined by your mailing address on file with us. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys' fees and costs against you. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

- e. Waiver of Right to Bring Class Action & Representative Claims. All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

- f. Governing Law. This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the Claim, the law of your residence, as determined by your mailing address on file with us, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."



22. You acknowledge and agree that this Supply Contract and the transaction(s) under this Supply Contract constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of this application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or this Agreement.



Poetzsch, Kathy

From: Emmons, Pamela
Sent: Monday, October 29, 2018 3:00 PM
To: 'Customer Concerns'
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6186

Dear Mr. Quinonez:

Please provide me with the status of [REDACTED] adjustment including the calculations used to determine the amount.

Pamela J. Emmons

Senior Consumer Assistance Specialist
 Consumer Assistance & Safety Division
 Maine Public Utilities Commission
 18 State House Station
 Augusta, ME 04330
 Hot Line Number: 800 452-4699
 Direct Line 207-287-4937
 Fax: 207-287-6889
pamela.emmons@maine.gov

From: Emmons, Pamela
Sent: Monday, October 01, 2018 4:14 PM
To: 'Customer Concerns' <customerconcerns@sparkenergy.com>
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6186

Good afternoon:

I have found that EME is not in compliance with the rule.

For your convenience I have provided you with the Section of the rule that addresses when enrollment can commence i.e. at the conclusion of the rescission period.

Unfortunately, EME enrolled [REDACTED] on May 14th prior to receipt of his Welcome package and before the end of the rescission period.

I agree that the customer is responsible for the usage; however, the customer's service should not have migrated to EME on May 14th nor should he have been billed at the higher rate.

Therefore, EME will need to process an adjustment to the customer for the difference between what he was billed and what he should have been billed at the SOP rate of .07921 per kWh.

Please provide me with the calculation for the credit so I can share that amount with the customer.

Furthermore, [REDACTED] should not be subject to termination fees as service was activated prior to the conclusion of the recession period.

65-407 Chapter 305-
Section 4. Customer Protection

B. Small Customer Protections-
2. Right of Rescission

d. **Waiting Period.** The competitive electricity provider shall not enroll a customer until the rescission period has expired.

Should you wish to discuss this matter further you can reach me at (207) 287-4937.

Pamela J. Emmons

Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Friday, September 28, 2018 3:24 PM
To: Emmons, Pamela <Pamela.Emmons@maine.gov>
Subject: [EXTERNAL SENDER] RE: 2018-C-6186

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case # 2018-C-6186.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint because he stated that he never authorized service to Electric Maine ("EME"). He stated that he advised the Door-to-Door agent that he didn't want service with EME.

Investigative Results:

- On 05/14/2018, [REDACTED] enrolled via Door-to-Door representative associated with AGD Energy LLC into a rate of .127 cents/kWh along with a \$100.00 Early Termination Fee with an effective date of 06/22/2018. (TPV Attached)
- On 05/25/2018 a Welcome Letter was generated and sent. (Letter Attached)
- On 06/14/2018, [REDACTED] contacted EME to cancel his electric service.
- On 07/14/2018, the cancellation request was accepted by the utility with an effective date of 07/23/2018.
- On 07/23/2018, the electric service with EME became inactive.
- On 09/06/2018, Provider received MPUC Complaint # 2018-C-6186.

Outcome:

EME would like to apologize for any inconvenience [REDACTED] may have experienced.

We'd like to confirm that per the TPV attached completed on 05/14/2018, [REDACTED] authorized the electric service enrollment with EME without any objections. Because of this, we have deemed the enrollment as valid with no credits of adjustments warranted.

Lastly, please be advised that the electric service terminated with EME on 07/23/2018 with the cancellation date solely determined by the utility and not EME.

Please let me know if you have any further questions or concerns.

Best regards,



Edwin Quinonez | Consumer Affairs Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

equinonez@providerpower.com | <https://www.providerpower.com>

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

From: Emmons, Pamela <Pamela.Emmons@maine.gov>
Sent: Tuesday, September 25, 2018 8:23 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] RE: 2018-C-6186

Good morning:

Please provide me with the request information by close of business tomorrow at the very latest. The information was due back on Sept 19, 2018.

Sincerely,
Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Emmons, Pamela
Sent: Thursday, September 06, 2018 2:43 PM
To: 'consumeraffairs@sparkenergy.com' <consumeraffairs@sparkenergy.com>
Subject: 2018-C-6186

Good afternoon:

CASD received a call from [REDACTED] yesterday regarding Electricity Maine ("EM") being his supplier. He stated that a door-to-door sale person contacted him the beginning of August. He stated he advised the rept he did not was EM

as his supplier. He stated that he received a call asking if he wanted EM as his supplier and again he said No. [REDACTED]
[REDACTED] received his utility bill and he has been changed from SOP to EM.

[REDACTED]
Thompson ME 0486

[REDACTED]
Utility Account No. [REDACTED]

Would you please provide me with the following information as soon as possible but not later than September 19:

- 1) Copy of the Welcome Package
- 2) Copy of the TPV call
- 3) All customer contact logs for the past 12 months.

Sincerely,

Pamela J. Emmons

Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov



**CENTRAL MAINE
POWER**

Manage your account online: cmpco.com
Customer assistance line: 1.800.750.4000
Outage reporting line: 1.800.696.1000

| Account Number | Service Location | Amount Due | Date Due |
|----------------|------------------|------------|------------|
| [REDACTED] | [REDACTED] | \$150.35 | 08/20/2018 |
| Invoice Number | TOPSHAM ME 04086 | | |
| [REDACTED] | | | |

Your Messages

Powered by your smart meter, our FREE Energy Manager helps you understand and manage your energy use. View your use by category and get helpful tips to manage or reduce your energy use. Sign up now at cmpco.com

Enjoy the convenience of AutoPay. Set your preferences, including convenient notifications, and your secure payment will be made on time each month automatically - it's easy! Visit cmpco.com to enroll and let AutoPay do the work for you.

You have received \$251.08 in ELP benefits this program year, which has been applied to your account.

Powered by your smart meter, receive FREE Usage Alerts about your electricity use, an alert if your daily usage changes or exceeds a set amount of usage or cost and get tips to save. Visit cmpco.com to learn more.

Our FREE Outage Alerts will send you a text, email or phone call to keep you informed of an outage. We also have a new texting option for the most up-to-date information. Simply text us if you're experiencing an outage and we'll text you back. Visit cmpco.com to sign up.

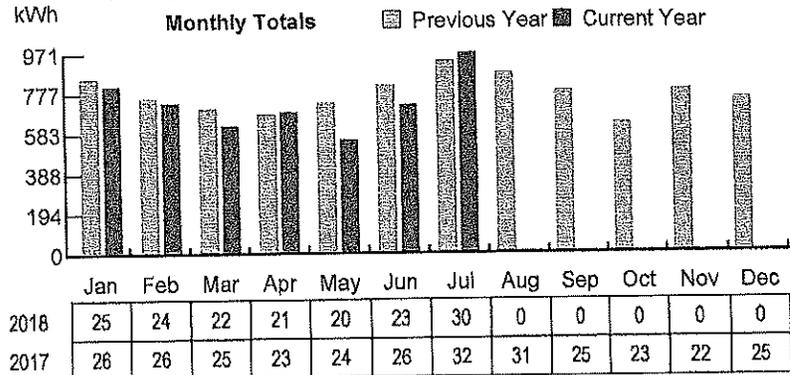
Your Account Summary

| | |
|--|-----------------|
| Prior Balance | \$50.37 |
| Payments received through 07/24/2018 - Thank you | -100.00 |
| Balance Forward | -\$49.63 |
| Electricity Delivery Central Maine Power | +\$75.12 |
| Electricity Supply ELECTRICITY MAINE LLC | +\$124.86 |

Please pay by 08/20/2018 \$150.35

Your Monthly Usage Summary

Your next meter reading is on or about 08/21/2018



Your Average Daily Usage (kWh)

Please return this stub with your payment. Please allow 7 to 10 business days for processing. Do not send cash or coins, and do not return with staples or paper clips. Thank you.

Central Maine Power
PO Box 847810
Boston, MA 02284-7810

[REDACTED]
TOPSHAM ME 04086

| | |
|----------------|------------|
| Account Number | [REDACTED] |
| Date Due | 08/20/2018 |
| Amount Due | \$150.35 |
| Amount Paid | |

Please do not write below this line.

100820180035014237628000015035

Bill Date 07/24/2018

Invoice Number [REDACTED]

Account Number [REDACTED]

Your Central Maine Power Delivery Service Account Detail

Prior Balance for Central Maine Power Delivery

\$0.00

Payments received - Thank you

-\$49.63

Balance Forward

-\$49.63

Delivery Charges

Delivery Charges: Residential (06/22/2018 - 06/30/2018)

Delivery Service:

Up to 14 KWH +\$3.00

236 KWH +\$16.57

Delivery Charges: Residential (07/01/2018 - 07/23/2018)

Up to 36 KWH +\$7.91

685 KWH +\$46.81

Maine Sales Tax

+\$0.83

Total Current Delivery Charges

\$75.12

Central Maine Power Account Balance

\$25.49

Your Meter Details

Read Cycle 16

| Meter Number | Read Date | Meter Reading | Prior Read Date | Prior Meter Reading | Number of Days | Total kWh |
|--------------|------------|---------------|-----------------|---------------------|----------------|-----------|
| [REDACTED] | 07/23/2018 | 66,086 | 06/21/2018 | 65,115 | 32 | 971 |

Customer Information for Your Delivery Service

Delivery rates are approved by the Maine Public Utilities Commission. For bills that cover both electricity supply and CMP delivery, CMP forwards energy-supply payments to the appropriate energy provider. For a schedule of CMP delivery rates, visit www.cmpco.com or call us at 1.800.750.4000. TTY for the deaf: 1.800.445.5631.

Questions?

To ask a question or dispute a bill, you can email customer.service@cmpco.com, or call 1.800.750.4000, or write to CMP Customer Service, 83 Edison Drive, Augusta, ME 04336.

What's a kilowatt-hour?

Electric power is measured in watts. 1000 watts of power used for 1 hour is a kilowatt-hour (kWh) of energy. Example: a 100 watt bulb lit for 10 hours uses 1 kWh of energy.

Sales-Tax Exemption

Maine sales tax does not apply to the first 750 kilowatt-hours (kWh) of residential usage.

Late-Payment Charge

Bills are due on receipt. The 2018 rate of 0.968% will be applied each month to the unpaid balance after 25 days from the bill postmark.

Estimated Bills

When we cannot read your meter, we will estimate your usage for the month. You have the right to read your own meter. Visit www.cmpco.com for more information, or call 1.800.750.4000.

Payment Arrangements

If you have trouble paying your bill, a payment plan may help. Call 1.800.750.4000 for more information.

Mail Address Changes

Please "X" for mail address changes and fill in your new mailing address information below.

If you are moving or need to stop service, please call a Customer Representative at 1.800.750.4000

Sign Up for Automatic Payments

To sign up for automatic payments, please mark an "X" in the box, and sign and date below:

Signed _____ Date: _____

Pay my bill (check one): _____ when my bill arrives
_____ # of days before due date (circle one below)

4 5 6 7 8 9-10 11 12 13 14 15 16 17 18 19 20 21 22 23
(Example: Circle "15" to pay your bill 15 days before the due date. It does NOT mean your bill will be paid on the 15th of each month.)

To complete your enrollment, please:
1. Include a VOIDED check with this pay stub.
2. Allow up to 30 days for processing.

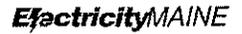
Please do not write below this line.

Bill Date 07/24/2018

Invoice Number [REDACTED]

Account Number [REDACTED]

Your Electricity Supply Account Detail



You have chosen ELECTRICITY MAINE LLC as your electricity supplier

Customer Support Hours: 8:00 AM TO 5:00 PM M-F
Phone: 1-866-573-2674

Your ELECTRICITY MAINE LLC Account Number: [REDACTED]
[REDACTED] TOPSHAM ME 04086

| | | |
|--|----------------------|------------------------|
| Prior Balance for ELECTRICITY MAINE LLC | | \$0.00 |
| Payments received | | \$0.00 |
| Balance Forward | | <u>\$0.00</u> |
| New Supply Charges | | |
| Rate M1270 : (06/22/2018 - 07/23/2018) | | |
| Energy Charge | 971 KWH @ \$0.127000 | +\$123.32 |
| Maine Sales Tax | | <u>+\$1.54</u> |
| Total New Supply Charges | | <u>\$124.86</u> |
| ELECTRICITY MAINE LLC Account Balance | | <u><u>\$124.86</u></u> |

Messages About Your Electricity Supply

Your electricity supply is provided by ELECTRICITY MAINE LLC.

Central Maine Power provides billing services for your electricity supplier. Supply payments are forwarded on your behalf, in accordance with the Maine Public Utilities Commission (MPUC) rules.

For information regarding Standard Offer Service, please see the MPUC website at: http://www.maine.gov/mpuc/electricity/standard_offer/index.shtml.

For information regarding your supply contract terms and conditions, please call your electricity supplier at the telephone number listed above.

Bill Date 07/24/2018

Invoice Number [REDACTED]

Account Number [REDACTED]

Your Electricity Supply Account Detail

You have chosen Standard Offer Service

[REDACTED]
[REDACTED] TOPSHAM ME 04086

| | |
|--|----------------------|
| Prior Balance for Standard Offer electricity | \$50.37 |
| Payments received - Thank you | <u>-\$50.37</u> |
| Balance Forward | <u>\$0.00</u> |
| Standard Offer Service Account Balance | <u><u>\$0.00</u></u> |

Messages About Your Electricity Supply

Poetzsch, Kathy

From: Edwin Quinonez <equinonez@sparkenergy.com>
Sent: Monday, October 01, 2018 4:42 PM
To: Emmons, Pamela
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6186

Good Afternoon.

Spark would like to reconfirm that 05/14/2015 is the date that [REDACTED] authorize the electric service to EME. The electric service did not become active with EME until 06/22/2018 and the Welcome Letter was mailed out 05/25/2018. For this reason [REDACTED] account des not warrant any credit or adjustments. Please be aware that no Early Termination was accessed on [REDACTED] account.

Please let me know if you have any further questions or concerns.

Kindest Regards,



Edwin Quinonez | Consumer Affairs Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

equinonez@providerpower.com | <https://www.providerpower.com>

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.



Edwin Quinonez | Consumer Affairs Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

equinonez@sparkenergy.com | <http://www.sparkenergy.com>

Connect with Spark Energy



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From: Emmons, Pamela <Pamela.Emmons@maine.gov>
Sent: Monday, October 01, 2018 3:14 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6186

Good afternoon:

I have found that EME is not in compliance with the rule.

For your convenience I have provided you with the Section of the rule that addresses when enrollment can commence i.e. at the conclusion of the rescission period.

Unfortunately, EME enrolled [REDACTED] on May 14th prior to receipt of his Welcome package and before the end of the rescission period.

I agree that the customer is responsible for the usage; however, the customer's service should not have migrated to EME on May 14th nor should he have been billed at the higher rate.

Therefore, EME will need to process an adjustment to the customer for the difference between what he was billed and what he should have been billed at the SOP rate of .07921 per kWh.

Please provide me with the calculation for the credit so I can share that amount with the customer.

Furthermore, [REDACTED] should not be subject to termination fees as service was activated prior to the conclusion of the recession period.

**65-407 Chapter 305-
Section 4. Customer Protection**

B. Small Customer Protections-

2. Right of Rescission

d. **Waiting Period.** The competitive electricity provider shall not enroll a customer until the rescission period has expired.

Should you wish to discuss this matter further you can reach me at (207) 287-4937.

Pamela J. Emmons

Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Friday, September 28, 2018 3:24 PM
To: Emmons, Pamela <Pamela.Emmons@maine.gov>
Subject: [EXTERNAL SENDER] RE: 2018-C-6186

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case # 2018-C-6186.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint because he stated that he never authorized service to Electric Maine ("EME"). He stated that he advised the Door-to-Door agent that he didn't want service with EME.

Investigative Results:

- On 05/14/2018, [REDACTED] enrolled via Door-to-Door representative associated with AGD Energy LLC into a rate of .127 0cents/kWh along with a \$100.00 Early Termination Fee with an effective date of 06/22/2018. (TPV Attached)
- On 05/25/2018 a Welcome Letter was generated and sent. (Letter Attached)
- On 06/14/2018, [REDACTED] contacted EME to cancel his electric service.
- On 07/14/2018, the cancellation request was accepted by the utility with an effective date of 07/23/2018.
- On 07/23/2018, the electric service with EME became inactive.
- On 09/06/2018, Provider received MPUC Complaint # 2018-C-6186.

Outcome:

EME would like to apologize for any inconvenience [REDACTED] may have experienced.

We'd like to confirm that per the TPV attached completed on 05/14/2018, [REDACTED] authorized the electric service enrollment with EME without any objections. Because of this, we have deemed the enrollment as valid with no credits of adjustments warranted.

Lastly, please be advised that the electric service terminated with EME on 07/23/2018 with the cancellation date solely determined by the utility and not EME.

Please let me know if you have any further questions or concerns.

Best regards,



Edwin Quinonez | Consumer Affairs Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

equinonez@providerpower.com | <https://www.providerpower.com>

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From: Emmons, Pamela <Pamela.Emmons@maine.gov>
Sent: Tuesday, September 25, 2018 8:23 AM

To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>

Subject: [EXTERNAL] RE: 2018-C-6186

Good morning:

Please provide me with the request information by close of business tomorrow at the very latest. The information was due back on Sept 19, 2018.

Sincerely,

Pamela J. Emmons

Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Emmons, Pamela

Sent: Thursday, September 06, 2018 2:43 PM

To: 'consumeraffairs@sparkenergy.com' <consumeraffairs@sparkenergy.com>

Subject: 2018-C-6186

Good afternoon:

CASD received a call from [REDACTED] yesterday regarding Electricity Maine ("EM") being his supplier. He stated that a door-to-door sale person contacted him the beginning of August. He stated he advised the rept he did not was EM as his supplier. He stated that he received a call asking if he wanted EM as his supplier and again he said No. [REDACTED] [REDACTED] received his utility bill and he has been changed from SOP to EM.

[REDACTED]
Thompson ME 0486

[REDACTED]
Utility Account No. [REDACTED]

Would you please provide me with the following information as soon as possible but not later than September 19:

- 1) Copy of the Welcome Package
- 2) Copy of the TPV call
- 3) All customer contact logs for the past 12 months.

Sincerely,

Pamela J. Emmons

Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699

Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Monday, October 29, 2018 4:18 PM
To: Davidson, Derek D.
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6186

Derek:

I've sent a follow-up note to our contact at EM.

I also reviewed the notes and saw that I had omitted to add the EM response to my email. EM clarified that the start date was June 22; however, [REDACTED] had made contact on June 16th cancelling service. EM notes indicate that an order was processed in July.

[REDACTED] was not billed a termination fee and CMP returned the EM charges of \$124.86 back to EM.

Sorry for the confusion.

Pamela J. Emmons

Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Davidson, Derek D.
Sent: Monday, October 29, 2018 2:54 PM
To: Emmons, Pamela <Pamela.Emmons@maine.gov>
Subject: FW: [EXTERNAL SENDER] RE: 2018-C-6186

Pam, has EM followed your decision? I'd like to give Rep. Tepler an update regarding where things are at.

Thanks.

Derek.

From: Emmons, Pamela
Sent: Monday, October 01, 2018 4:14 PM
To: 'Customer Concerns' <customerconcerns@sparkenergy.com>
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6186

Good afternoon:

I have found that EME is not in compliance with the rule.

For your convenience I have provided you with the Section of the rule that addresses when enrollment can commence i.e. at the conclusion of the rescission period.

Unfortunately, EME enrolled [REDACTED] on May 14th prior to receipt of his Welcome package and before the end of the rescission period.

I agree that the customer is responsible for the usage; however, the customer's service should not have migrated to EME on May 14th nor should he have been billed at the higher rate.

Therefore, EME will need to process an adjustment to the customer for the difference between what he was billed and what he should have been billed at the SOP rate of .07921 per kWh.

Please provide me with the calculation for the credit so I can share that amount with the customer.

Furthermore, [REDACTED] should not be subject to termination fees as service was activated prior to the conclusion of the recession period.

**65-407 Chapter 305-
Section 4. Customer Protection**

B. Small Customer Protections-

2. Right of Rescission

d. **Waiting Period.** The competitive electricity provider **shall not enroll** a customer until the rescission period has expired.

Should you wish to discuss this matter further you can reach me at (207) 287-4937.

Pamela J. Emmons

Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]

Sent: Friday, September 28, 2018 3:24 PM

To: Emmons, Pamela <Pamela.Emmons@maine.gov>

Subject: [EXTERNAL SENDER] RE: 2018-C-6186

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case # 2018-C-6186.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint because he stated that he never authorized service to Electric Maine ("EME"). He stated that he advised the Door-to-Door agent that he didn't want service with EME.

Investigative Results:

- On 05/14/2018, [REDACTED] enrolled via Door-to-Door representative associated with AGD Energy LLC into a rate of .127 0cents/kWh along with a \$100.00 Early Termination Fee with an effective date of 06/22/2018. (TPV Attached)
- On 05/25/2018 a Welcome Letter was generated and sent. (Letter Attached)
- On 06/14/2018, [REDACTED] contacted EME to cancel his electric service.
- On 07/14/2018, the cancellation request was accepted by the utility with an effective date of 07/23/2018.
- On 07/23/2018, the electric service with EME became inactive.
- On 09/06/2018, Provider received MPUC Complaint # 2018-C-6186.

Outcome:

EME would like to apologize for any inconvenience [REDACTED] may have experienced.

We'd like to confirm that per the TPV attached completed on 05/14/2018, [REDACTED] authorized the electric service enrollment with EME without any objections. Because of this, we have deemed the enrollment as valid with no credits of adjustments warranted.

Lastly, please be advised that the electric service terminated with EME on 07/23/2018 with the cancellation date solely determined by the utility and not EME.

Please let me know if you have any further questions or concerns.

Best regards,



Edwin Quinonez | Consumer Affairs Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

equinonez@providerpower.com | <https://www.providerpower.com>

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From: Emmons, Pamela <Pamela.Emmons@maine.gov>
Sent: Tuesday, September 25, 2018 8:23 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] RE: 2018-C-6186

Good morning:

Please provide me with the request information by close of business tomorrow at the very latest. The information was due back on Sept 19, 2018.

Sincerely,
Pamela J. Emmons

Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Emmons, Pamela
Sent: Thursday, September 06, 2018 2:43 PM
To: 'consumeraffairs@sparkenergy.com' <consumeraffairs@sparkenergy.com>
Subject: 2018-C-6186

Good afternoon:

CASD received a call from [REDACTED] yesterday regarding Electricity Maine ("EM") being his supplier. He stated that a door-to-door sale person contacted him the beginning of August. He stated he advised the rept he did not was EM as his supplier. He stated that he received a call asking if he wanted EM as his supplier and again he said No. [REDACTED] [REDACTED] received his utility bill and he has been changed from SOP to EM.

[REDACTED]
Thompson ME 0486
[REDACTED]

Utility Account No. [REDACTED]

Would you please provide me with the following information as soon as possible but not later than September 19:

- 1) Copy of the Welcome Package
- 2) Copy of the TPV call
- 3) All customer contact logs for the past 12 months.

Sincerely,

Pamela J. Emmons

Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Monday, November 05, 2018 10:34 AM
To: 'Customer Concerns'
Subject: 2018-C-6186
Attachments: Decision Letter.pdf

Please find attached a decision letter dated 11/5/2018 closing this case.

Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov



STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Mark A. Vannoy
CHAIRMAN

Harry Lanphear
ADMINISTRATIVE DIRECTOR

R. Bruce Williamson
Randall D. Davis
COMMISSIONERS

November 5, 2018

[REDACTED]

Topsham, ME 04086

RE: CASD Case: 2018-C-6186 – Electricity Maine LLC (EM)
Account Number: [REDACTED]

Dear [REDACTED]

On September 5, 2018, you contacted the Consumer Assistance & Safety Division (CASD) you stated that you had been approached by a door-to-door salesperson and that you had not agreed to change to EM as your supplier. You feared that your service had been changed to EM. You asked the CASD for assistance.

Following our conversation, I asked EM for your account information. EM provided me with a copy of the May 14, 2018, telephone recording of your conversation with the Third-Party Verification (TVP) representative. During that call, the TVP representative asked you a series of questions regarding the billable rate for service at 0.127cents per kWh, early termination fees, and the effective date for service of June 22, 2018. To each question, you responded that you agreed to the terms.

The record further shows, that on June 14, 2018, you contacted EM advising that you no longer wished to change your supplier to EM. This notification was provided to EM seven days prior the effective date you were given during the TPV call on May 14th. On June 22, 2018, EM proceeded with a service order establishing EM as your supplier for electrical services. The records indicate that on July 23, 2018 you were returned to the standard offer pricing. On October 4, 2018, CMP transferred your EM balance of \$124.86 back to EM, therefore removing the EM billing from your CMP statement.

Commission rules state that a customer can cancel service with a competitive electricity provider at any time.

Given the information above, it is my decision that EM did not fulfill its obligation when it failed to process your request canceling your order on June 14th. It is my decision that EM cannot assess you a termination fee because service had not begun. Furthermore, I find that EM cannot collect from you more than what you would have been billed under the standard offer pricing (SOP) billed at .0792 cents per kWh. For the period between June 22nd through July 23rd EM billed you \$124.86 for 971 kWh at 0.127 cents per kWh; however, under the SOP rate you would have been billed \$76.90. Therefore, it is my

decision that EM is entitled to \$76.90, which is the amount you would have been billed under the SOP rate structure.

The applicant, customer or the utility may appeal this decision to the Commission by filing a notice of appeal with the Administrative Director of the Commission within 10 calendar days after the date of this decision. Late filings may be denied. Notices of appeal should be submitted by email to maine.puc@maine.gov or in writing to the Administrative Director, Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018. The notice of appeal must state the specific reasons why the CASD decision should be overturned. The Commission shall review the decision to determine if the CASD decision is correct. It can uphold the decision, reverse it, or send it back to CASD for further action. The customer and the utility will be notified when the Commission reaches its decision. A utility may not disconnect a customer's service during the 10-day appeal period or until an appeal that is properly filed is decided. A non-residential customer filing an appeal involving a disputed payment arrangement must pay any new charges that accrue while the appeal is pending. For more information about the MPUC's appeal process and the rules that govern it, please see Chapter 815 section 13(I), which you can find via this link: <http://www.maine.gov/mpuc/legislative/rules/part8-multi.shtml>.

If you have any questions about this case, I am available by telephone weekdays at 800-452-4699. If you reach my voicemail, please leave your name, telephone number, the CASD Case Number shown above, and the reason for your call. If you prefer, you can reach me either by mail at: Maine Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018, or by e-mail at pamela.emmons@maine.gov.

Sincerely,



Pamela Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division

cc: Electricity Maine LLC (EM)

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Tuesday, November 06, 2018 12:02 PM
To: 'Edwin Quinonez'
Subject: RE: [EXTERNAL SENDER] FW: 2018-C-6186

Good afternoon Edwin:

██████████ contacted EM, as you've cited in your email dated 9/28/2018, prior to the activation of service advising that he no longer wanted EM as his supplier. EM had the opportunity to stop the establishment of service; however, that did not occur. Therefore, it is my decision that EM may not collect from ██████████ more than what the he would have been billed under SOP rate structure.

Also, EM cannot recover early termination fees because on June 14th, ██████████ provided EM with notice that he did not want EM as his supplier.

Should you wish to discuss this matter further I can be reached at the number listed below.

Best regards,
Pamela J. Emmons
 Senior Consumer Assistance Specialist
 Consumer Assistance & Safety Division
 Maine Public Utilities Commission
 18 State House Station
 Augusta, ME 04330
 Hot Line Number: 800 452-4699
 Direct Line 207-287-4937
 Fax: 207-287-6889
pamela.emmons@maine.gov

From: Edwin Quinonez [mailto:equinonez@providerpower.com]
Sent: Monday, November 05, 2018 6:28 PM
To: Emmons, Pamela <Pamela.Emmons@maine.gov>
Subject: [EXTERNAL SENDER] FW: 2018-C-6186

Good Afternoon Pamela,

Per the email attached, on 10/01/2018, Provider responded to your initial request for a re-rate update. As it stands, Provider stands by its original response.

Provider would like to reconfirm that 05/14/2015 is the date that ██████████ authorized the electric service to EME. The electric account did not become effective until 06/22/2018 and the Welcome Letter was mailed out 05/25/2018. For this reason, ██████████ account does not warrant any credits or adjustments. Furthermore, please be aware that an Early Termination fee was not accessed on ██████████ account.

Please let me know if you have any further questions or concerns.

Kindest Regards,



Edwin Quinonez | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

equinonez@providerpower.com | <https://www.providerpower.com>

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From: Emmons, Pamela <Pamela.Emmons@maine.gov>
Sent: Monday, November 05, 2018 9:34 AM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-6186

Please find attached a decision letter dated 11/5/2018 closing this case.

Pamela J. Emmons

Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

| Casenumbr | DocName | createdby | CreatedDate |
|-------------|--|---------------|-------------|
| 2018-C-6186 | Request for information sent to CEP.msg | Pamela.Emmons | 9/6/2018 |
| 2018-C-6186 | RE 2018-C-6186.msg | Pamela.Emmons | 9/25/2018 |
| 2018-C-6186 | EME took over service prior to end of rec period.msg | Pamela.Emmons | 10/1/2018 |
| 2018-C-6186 | EXTERNAL SENDER RE 2018-C-6186.msg | Pamela.Emmons | 10/1/2018 |
| 2018-C-6186 | Email to CEP.msg | Pamela.Emmons | 10/29/2018 |
| 2018-C-6186 | August bill showing CEP charges.pdf | Pamela.Emmons | 10/29/2018 |
| 2018-C-6186 | CEP response from 10-1-2018.msg | Pamela.Emmons | 10/29/2018 |
| 2018-C-6186 | Internal CASD email.msg | Pamela.Emmons | 10/29/2018 |
| 2018-C-6186 | Decision letter sent to CEP.msg | Pamela.Emmons | 11/5/2018 |
| 2018-C-6186 | Decision.doc | Pamela.Emmons | 11/5/2018 |
| 2018-C-6186 | Email string between EM and CASD re CASD decision is that EM cannot charge more than SOP.msg | Pamela.Emmons | 11/6/2018 |

Note:-Deleted Documents are not included in the Export.



Date :03-26-2019

Maine Public Utilities Commission

Cad Case No.2018-C-6751

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|------------------------|
| Case Number: | 2018-C-6751 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 10/15/2018 11:14:00 AM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | | Disposition Date: | |
| Appealed: | | Violation: | |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Open | Assigned Staff: | Somers Elizabeth |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|--------------------------|---|------------------|
| 1. | 3/25/2019 4:02:59 PM | I left a 2nd voicemail for Ms. Lusk asking that she call by 5 today or try tomorrow between 11:30 -5, or let me know a time call her. | Elizabeth.Somers |
| 2. | 3/25/2019 3:47:38 PM | Ms. Lusk returned my call and sent the following email. I attempted to call her back and left a voicemail and sent a follow up email - attached | Elizabeth.Somers |
| 3. | 3/25/2019 11:48:05 AM | Attached is my email to Ms. Lusk, requesting that she call me today and providing my phone number. | Elizabeth.Somers |
| 4. | 3/21/2019 12:01:00 PM | I left a voicemail for April Lusk and requested that she call me about the resolution. | Elizabeth.Somers |
| 5. | 3/21/2019 11:52:40 AM | I called [REDACTED] and advised him of the numbers that I had looked at and what I found. It appears that he was provided a refund that is greater than what he would have received. He agreed that he would pay the balance of \$46.52 to Electricity Maine and that he considers this resolved. | Elizabeth.Somers |
| 6. | 3/20/2019 4:52:46 PM | Attach: Calculations | Elizabeth.Somers |
| 7. | 3/20/2019 3:46:42 PM | When reviewing the information, I realized that I had not received a copy of the calculations that EM normally provides. I left a detailed voice mail for April Lusk, asking her to provide this information. I followed up with an email (attached). | Elizabeth.Somers |
| 8. | 3/20/2019 3:18:20 PM | [REDACTED] called back and I explained the information provided to me by EM. I confirmed that the check that he received for \$215.57 could be cashed and that the records show that after CMP received the shipback amount, he owes a balance of \$46.52 to Electricity Maine. I told him that I would follow up with a letter to him. | Elizabeth.Somers |
| 9. | 3/20/2019 2:47:20 PM | I left a voicemail from [REDACTED] to explain that I had received information about his account information. I advised him that EM is currently showing an amount due from him of \$46.52. | Elizabeth.Somers |

However, I asked him to call me to confirm as they may have mailed two checks to him.

- | | | | |
|-----|-------------------------|--------------------------|------------------|
| 10. | 2/15/2019 3:28:06 PM | Attach: response from EM | Elizabeth.Somers |
|-----|-------------------------|--------------------------|------------------|
- | | | | |
|-----|------------------------|---|------------------|
| 11. | 2/6/2019 2:27:55 PM | Attach: follow up email to Electricity Maine regarding whether they received any information from CMP about sending back an unpaid balance. | Elizabeth.Somers |
|-----|------------------------|---|------------------|
- | | | | |
|-----|--------------------------|--|------------------|
| 12. | 11/16/2018 2:44:47 PM | I spoke with [REDACTED] about the information that EM provided but he's still hesitant and wants confirmation that he won't owe EM. After reviewing the new information that CMP provided about shipping back \$196.98 on November 14, I sent the following email to EM. | Elizabeth.Somers |
|-----|--------------------------|--|------------------|
- | | | | |
|-----|--------------------------|---|------------------|
| 13. | 11/16/2018 1:57:30 PM | Attach: email to EM inquiring about [REDACTED] refund and EM's response | Elizabeth.Somers |
|-----|--------------------------|---|------------------|
- | | | | |
|-----|-------------------------|---|------------------|
| 14. | 11/7/2018 4:27:20 PM | I spoke with [REDACTED] regarding his accounts. He received a check from EM for 215.57. However, his ending due balance to EM is 347.44. Explained that I would reach out to EM to determine why they issued the check and what it was for. | Elizabeth.Somers |
|-----|-------------------------|---|------------------|
- | | | | |
|-----|--------------------------|---|------------------|
| 15. | 10/29/2018 4:05:49 PM | Attach: data from EM regarding re-rating. | Elizabeth.Somers |
|-----|--------------------------|---|------------------|
- | | | | |
|-----|---------------------------|----------------------|------------------|
| 16. | 10/15/2018 11:23:31 AM | See Also 2018-C-6690 | Elizabeth.Somers |
|-----|---------------------------|----------------------|------------------|
- | | | | |
|-----|---------------------------|----------------------|------------------|
| 17. | 10/15/2018 11:22:43 AM | Attach: email to EM. | Elizabeth.Somers |
|-----|---------------------------|----------------------|------------------|

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-C-6751 Complainant's First Name :
 Complainant's Middle Name : Complainant's Last Name :
 Complainant's Suffix : Complainant's Telephone :
 Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :



Service Information

Service Name : Is your mailing address is
 different than service address : No
 Service Address : Service Address(Continued) :
 Service City : Bucksport Service State : MAINE
 Service Zip Code : 04416

Utility Detail

Utility/Industry Type : Electric Utility/Industry Subtype : CEPs
 Utility Company Name : ELECTRICITY Utility Account Number :
 MAINE, LLC
 Have you contacted Utility No Date of Contact :
 Company?

Other Detail

Issues : CEP Terms of
 Service

Disposition Detail

Case Status : Open Disposition Type :
 Important Decision : Comments :
 Is Possible Violation : No

Other Information

Abatement Amount(\$):
 Customer complaint : states
 that he never

signed up for EM

What Customer wants MPUC to do?

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Wednesday, February 06, 2019 2:26 PM
To: 'Customer Concerns'
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good Afternoon Ms. Lusk,

Can you please review this account to determine if you received notification of CMP sending back \$196.95?

Thank you,

Beth Somers

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Tuesday, November 20, 2018 4:56 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good afternoon,

We'd like to confirm that EM has not received a reversal from CMP for \$196.95 in our November payment file and the account has not been written off. Additionally, [REDACTED] account does not reflect a balance due.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Friday, November 16, 2018 1:41 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good Afternoon Ms. Lusk,

I just spoke with [REDACTED] and he is still concerned that he may owe Electricity Maine and so doesn't want to cash the check issued earlier without confirmation that he doesn't owe anything. I am also concerned as CMP is indicating that they shipped back \$196.98 on November 13, 2018.

Could you please verify the information and provide the calculations?

Thank you,

Beth Somers

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Wednesday, November 14, 2018 1:34 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good afternoon,

██████████ was issued a \$215.57 credit due to this being a credit amount on his invoice for 5/14/2018.

Additionally, the re-rate from 12/8/2017-9/7/2017 is \$193.77 and will be sent in the form of a check within the next 21 business days.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, November 07, 2018 3:31 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good Afternoon Ms. Lusk.

In speaking with ██████████ he indicated that EM had mailed him a check in the amount of \$215.57. Could you confirm what time frame this check was for? I ask because it appears that he has an end balance due to EM of 347.44 (according to CMP's records).

Thank you,

Beth Somers

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Monday, October 29, 2018 2:09 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] RE: 2018-C-6751

To Whom This May Concern:

This is Electricity Maine ("EME") response to Case # 2018-C-6751.

Thank you for bringing ██████████ concern to our attention and for allowing us the opportunity to address it. ██████████ filed a complaint because he states he did not sign up for EME to supply his electricity.

Investigative Results:

- On 11/14/2017, ██████████ authorized the electric service onto the Maine Saver 12 month plan at 0.0899 cents/kWh with \$0 Monthly Service Fee and \$100 Early Termination Fee. (TPV Attached)
- On 12/8/2017, the electric service became active with EME.
- On 8/17/2018, EME received an inbound cancellation request from the utility for the electric service.
- On 9/7/2018, the electric service terminated with EME.
- On 10/15/2018, EME received Case # 2018-C-6751.

Outcome:

EME would like to confirm that per the attached TPV ██████████ authorized the electric enrollment on 11/14/2017 without any objections from the customer. Because of this, EME has deemed the enrollment as valid.

Additionally, after careful review of the account we determined due to circumstances unforeseen that have since been corrected EME no longer has a record of the Welcome Letter. For this reason, EME will perform a cost analysis against the utility's rate in comparison to EME's rate for the service period of 12/8/2017(*inception date*)-9/7/2018 (*termination date*). As such, if a credit is deemed as due [REDACTED] will be refunded accordingly.

Please let me know if you have any further questions or concerns.

Best regards,



April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@sparkenergy.com | <http://www.sparkenergy.com>

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, October 15, 2018 10:21 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-6751

Good Morning.

We received a complaint from [REDACTED], CMP account # [REDACTED].

[REDACTED] stated that he did not sign up with EM to supply his electricity.

For this complaint, please provide the following information as soon as possible but not later than October 29, 2018:

- A copy of the TPV;
- A copy of the Welcome letter;
- Date service enrolled.

Thank you,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: April Lusk <alusk@providerpower.com>
Sent: Wednesday, February 13, 2019 3:21 PM
To: Somers, Elizabeth
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good afternoon,

Thank you for your patience concerning this matter.

We'd like to confirm that currently [REDACTED] account reflects a credit amount of \$150.46. However; because EM's payment file now reflects that CMP transferred the supplier debt of \$196.98 to EM; [REDACTED] owes a balance of \$46.52 EM.

Best regards,

April Lusk



April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, February 06, 2019 1:26 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good Afternoon Ms. Lusk,

Can you please review this account to determine if you received notification of CMP sending back \$196.95?

Thank you,

Beth Somers

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Tuesday, November 20, 2018 4:56 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good afternoon,

We'd like to confirm that EM has not received a reversal from CMP for \$196.95 in our November payment file and the account has not been written off. Additionally, [REDACTED] account does not reflect a balance due.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Friday, November 16, 2018 1:41 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good Afternoon Ms. Lusk,

I just spoke with [REDACTED] and he is still concerned that he may owe Electricity Maine and so doesn't want to cash the check issued earlier without confirmation that he doesn't owe anything. I am also concerned as CMP is indicating that they shipped back \$196.98 on November 13, 2018.

Could you please verify the information and provide the calculations?

Thank you,

Beth Somers

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Wednesday, November 14, 2018 1:34 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good afternoon,

[REDACTED] was issued a \$215.57 credit due to this being a credit amount on his invoice for 5/14/2018.

Additionally, the re-rate from 12/8/2017-9/7/2017 is \$193.77 and will be sent in the form of a check within the next 21 business days.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, November 07, 2018 3:31 PM

To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good Afternoon Ms. Lusk.

In speaking with [REDACTED] he indicated that EM had mailed him a check in the amount of \$215.57. Could you confirm what time frame this check was for? I ask because it appears that he has an end balance due to EM of 347.44 (according to CMP's records).

Thank you,

Beth Somers

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Monday, October 29, 2018 2:09 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] RE: 2018-C-6751

To Whom This May Concern:

This is Electricity Maine ("EME") response to Case # 2018-C-6751.

Thank you for bringing [REDACTED] concern to our attention and for allowing us the opportunity to address it. [REDACTED] filed a complaint because he states he did not sign up for EME to supply his electricity.

Investigative Results:

- On 11/14/2017, [REDACTED] authorized the electric service onto the Maine Saver 12 month plan at 0.0899 cents/kWh with \$0 Monthly Service Fee and \$100 Early Termination Fee. (TPV Attached)
- On 12/8/2017, the electric service became active with EME.
- On 8/17/2018, EME received an inbound cancellation request from the utility for the electric service.
- On 9/7/2018, the electric service terminated with EME.
- On 10/15/2018, EME received Case # 2018-C-6751.

Outcome:

EME would like to confirm that per the attached TPV [REDACTED] authorized the electric enrollment on 11/14/2017 without any objections from the customer. Because of this, EME has deemed the enrollment as valid.

Additionally, after careful review of the account we determined due to circumstances unforeseen that have since been corrected EME no longer has a record of the Welcome Letter. For this reason, EME will perform a cost analysis against the utility's rate in comparison to EME's rate for the service period of 12/8/2017(inception date)-9/7/2018 (termination date). As such, if a credit is deemed as due [REDACTED] will be refunded accordingly.

Please let me know if you have any further questions or concerns.

Best regards,



April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

Tel: 832-333-7019 | Fax: 832-320-2979
alusk@sparkenergy.com | <http://www.sparkenergy.com>

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, October 15, 2018 10:21 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-6751

Good Morning.

We received a complaint from [REDACTED] CMP account # [REDACTED]

[REDACTED] stated that he did not sign up with EM to supply his electricity.

For this complaint, please provide the following information as soon as possible but not later than October 29, 2018:

A copy of the TPV;
A copy of the Welcome letter;
Date service enrolled.

Thank you,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Wednesday, March 20, 2019 3:44 PM
To: 'April Lusk'
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good Afternoon Ms. Lusk,

Can you please forward a copy of the spreadsheet showing the rerate calculations? I would appreciate this as soon as possible.

Thank you,

Beth Somers

From: April Lusk [mailto:alusk@providerpower.com]
Sent: Wednesday, February 13, 2019 3:21 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6751

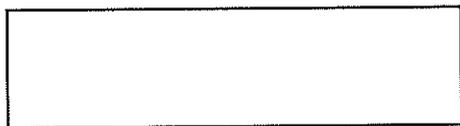
Good afternoon,

Thank you for your patience concerning this matter.

We'd like to confirm that currently, [REDACTED] account reflects a credit amount of \$150.46. However; because EM's payment file now reflects that CMP transferred the supplier debt of \$196.98 to EM; [REDACTED] owes a balance of \$46.52 EM.

Best regards,

April Lusk



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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
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Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Friday, November 16, 2018 1:41 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good Afternoon Ms. Lusk,

I just spoke with [REDACTED] and he is still concerned that he may owe Electricity Maine and so doesn't want to cash the check issued earlier without confirmation that he doesn't owe anything. I am also concerned as CMP is indicating that they shipped back \$196.98 on November 13, 2018.

Could you please verify the information and provide the calculations?

Thank you,

Beth Somers

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Wednesday, November 14, 2018 1:34 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good afternoon,

[REDACTED] was issued a \$215.57 credit due to this being a credit amount on his invoice for 5/14/2018.

Additionally, the re-rate from 12/8/2017-9/7/2017 is \$193.77 and will be sent in the form of a check within the next 21 business days.

Best regards,

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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, November 07, 2018 3:31 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good Afternoon Ms. Lusk.

In speaking with [REDACTED], he indicated that EM had mailed him a check in the amount of \$215.57. Could you confirm what time frame this check was for? I ask because it appears that he has an end balance due to EM of 347.44 (according to CMP's records).

Thank you,

Beth Somers

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Monday, October 29, 2018 2:09 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] RE: 2018-C-6751

To Whom This May Concern:

This is Electricity Maine ("EME") response to Case # 2018-C-6751.

Thank you for bringing [REDACTED] concern to our attention and for allowing us the opportunity to address it. [REDACTED] filed a complaint because he states he did not sign up for EME to supply his electricity.

Investigative Results:

- On 11/14/2017, [REDACTED] authorized the electric service onto the Maine Saver 12 month plan at 0.0899 cents/kWh with \$0 Monthly Service Fee and \$100 Early Termination Fee. (TPV Attached)
- On 12/8/2017, the electric service became active with EME.
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- On 9/7/2018, the electric service terminated with EME.
- On 10/15/2018, EME received Case # 2018-C-6751.

Outcome:

EME would like to confirm that per the attached TPV [REDACTED] authorized the electric enrollment on 11/14/2017 without any objections from the customer. Because of this, EME has deemed the enrollment as valid.

Additionally, after careful review of the account we determined due to circumstances unforeseen that have since been corrected EME no longer has a record of the Welcome Letter. For this reason, EME will perform a cost analysis against

the utility's rate in comparison to EME's rate for the service period of 12/8/2017(*inception date*)-9/7/2018 (*termination date*). As such, if a credit is deemed as due [REDACTED] will be refunded accordingly.

Please let me know if you have any further questions or concerns.

Best regards,



April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@sparkenergy.com | <http://www.sparkenergy.com>

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, October 15, 2018 10:21 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-6751

Good Morning.

We received a complaint from [REDACTED] CMP account # [REDACTED]

[REDACTED] stated that he did not sign up with EM to supply his electricity.

For this complaint, please provide the following information as soon as possible but not later than October 29, 2018:

- A copy of the TPV;
- A copy of the Welcome letter;
- Date service enrolled.

Thank you,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Wednesday, March 20, 2019 3:53 PM
To: Somers, Elizabeth
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6751
Attachments: [REDACTED] Re-rate.PNG; [REDACTED] Refund.PNG

Good afternoon Ms. Somers.

Attached you will find the re-rate calculations.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, March 20, 2019 2:44 PM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good Afternoon Ms. Lusk,

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Thank you,

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Please let me know if you have any further questions or concerns.

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We received a complaint from [REDACTED], CMP account # [REDACTED].

[REDACTED] stated that he did not sign up with EM to supply his electricity.

For this complaint, please provide the following information as soon as possible but not later than October 29, 2018:

- A copy of the TPV;
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| Utility | Service Period | Usage | Total invoice | Rerate | Correct rate | Tax rate | Energy Charge | MSF | Tax |
|---------|-------------------------|---------|---------------|--------|--------------|----------|---------------|-----|--------|
| CMS | 12/08/2017 - 01/07/2018 | 1526.51 | \$140.9300 | >>>> | \$0.0792 | | \$120.91 | | \$0.00 |
| CMS | 01/09/2018 - 02/06/2018 | 1166.51 | \$106.7800 | >>>> | \$0.0792 | | \$92.39 | | \$0.00 |
| CMS | 02/08/2018 - 03/07/2018 | 1165.51 | \$106.6900 | >>>> | \$0.0792 | | \$92.32 | | \$0.00 |
| CMS | 03/09/2018 - 04/05/2018 | 2750.00 | \$257.1200 | >>>> | \$0.0792 | | \$217.82 | | \$0.00 |
| CMS | 04/07/2018 - 05/06/2018 | 2202.00 | \$205.1400 | >>>> | \$0.0792 | | \$174.41 | | \$0.00 |
| CMS | 05/08/2018 - 06/06/2018 | 1377.00 | \$126.8900 | >>>> | \$0.0792 | | \$109.07 | | \$0.00 |
| CMS | 06/08/2018 - 07/08/2018 | 1652.00 | \$152.9700 | >>>> | \$0.0792 | | \$130.85 | | \$0.00 |
| CMS | 07/10/2018 - 08/06/2018 | 1504.00 | \$138.9400 | >>>> | \$0.0792 | | \$119.13 | | \$0.00 |
| CMS | 08/08/2018 - 09/06/2018 | 1209.00 | \$110.9600 | >>>> | \$0.0792 | | \$95.76 | | \$0.00 |

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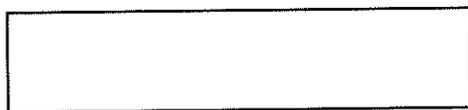
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From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Wednesday, March 20, 2019 3:53 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good afternoon Ms. Somers.

Attached you will find the re-rate calculations.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, March 20, 2019 2:44 PM
To: April Lusk <alusk@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good Afternoon Ms. Lusk,

Can you please forward a copy of the spreadsheet showing the rerate calculations? I would appreciate this as soon as possible.

Thank you,

Beth Somers

From: April Lusk [<mailto:alusk@providerpower.com>]
Sent: Wednesday, February 13, 2019 3:21 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good afternoon,

Thank you for your patience concerning this matter.

We'd like to confirm that currently, [REDACTED] account reflects a credit amount of \$150.46. However; because EM's payment file now reflects that CMP transferred the supplier debt of \$196.98 to EM; [REDACTED] owes a balance of \$46.52 EM.

Best regards,

April Lusk



April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, February 06, 2019 1:26 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good Afternoon Ms. Lusk,

Can you please review this account to determine if you received notification of CMP sending back \$196.95?

Thank you,

Beth Somers

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Tuesday, November 20, 2018 4:56 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good afternoon,

We'd like to confirm that EM has not received a reversal from CMP for \$196.95 in our November payment file and the account has not been written off. Additionally, [REDACTED] account does not reflect a balance due.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Friday, November 16, 2018 1:41 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good Afternoon Ms. Lusk,

I just spoke with [REDACTED] and he is still concerned that he may owe Electricity Maine and so doesn't want to cash the check issued earlier without confirmation that he doesn't owe anything. I am also concerned as CMP is indicating that they shipped back \$196.98 on November 13, 2018.

Could you please verify the information and provide the calculations?

Thank you,

Beth Somers

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Wednesday, November 14, 2018 1:34 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good afternoon,

[REDACTED] was issued a \$215.57 credit due to this being a credit amount on his invoice for 5/14/2018.

Additionally, the re-rate from 12/8/2017-9/7/2017 is \$193.77 and will be sent in the form of a check within the next 21 business days.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, November 07, 2018 3:31 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good Afternoon Ms. Lusk.

In speaking with [REDACTED] he indicated that EM had mailed him a check in the amount of \$215.57. Could you confirm what time frame this check was for? I ask because it appears that he has an end balance due to EM of 347.44 (according to CMP's records).

Thank you,

Beth Somers

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Monday, October 29, 2018 2:09 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] RE: 2018-C-6751

To Whom This May Concern:

This is Electricity Maine ("EME") response to Case # 2018-C-6751.

Thank you for bringing [REDACTED] concern to our attention and for allowing us the opportunity to address it. [REDACTED] filed a complaint because he states he did not sign up for EME to supply his electricity.

Investigative Results:

- On 11/14/2017, [REDACTED] authorized the electric service onto the Maine Saver 12 month plan at 0.0899 cents/kWh with \$0 Monthly Service Fee and \$100 Early Termination Fee. (TPV Attached)
- On 12/8/2017, the electric service became active with EME.
- On 8/17/2018, EME received an inbound cancellation request from the utility for the electric service.
- On 9/7/2018, the electric service terminated with EME.
- On 10/15/2018, EME received Case # 2018-C-6751.

Outcome:

EME would like to confirm that per the attached TPV [REDACTED] authorized the electric enrollment on 11/14/2017 without any objections from the customer. Because of this, EME has deemed the enrollment as valid.

Additionally, after careful review of the account we determined due to circumstances unforeseen that have since been corrected EME no longer has a record of the Welcome Letter. For this reason, EME will perform a cost analysis against the utility's rate in comparison to EME's rate for the service period of 12/8/2017(*inception date*)-9/7/2018 (*termination date*). As such, if a credit is deemed as due [REDACTED] will be refunded accordingly.

Please let me know if you have any further questions or concerns.

Best regards,



April Lusk | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079
Tel: 832-333-7019 | Fax: 832-320-2979
alusk@sparkenergy.com | <http://www.sparkenergy.com>

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, October 15, 2018 10:21 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-6751

Good Morning.

We received a complaint from [REDACTED], CMP account # [REDACTED]

[REDACTED] stated that he did not sign up with EM to supply his electricity.

For this complaint, please provide the following information as soon as possible but not later than October 29, 2018:

- A copy of the TPV;
- A copy of the Welcome letter;
- Date service enrolled.

Thank you,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Monday, October 15, 2018 11:21 AM
To: 'consumeraffairs@sparkenergy.com'
Subject: 2018-C-6751

Good Morning.

We received a complaint from [REDACTED], CMP account # [REDACTED].

[REDACTED] stated that he did not sign up with EM to supply his electricity.

For this complaint, please provide the following information as soon as possible but not later than October 29, 2018:

A copy of the TPV;
A copy of the Welcome letter;
Date service enrolled.

Thank you,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Monday, October 29, 2018 2:09 PM
To: Somers, Elizabeth
Subject: [EXTERNAL SENDER] RE: 2018-C-6751
Attachments: [REDACTED]TPV.WAV

To Whom This May Concern:

This is Electricity Maine ("EME") response to Case # 2018-C-6751.

Thank you for bringing [REDACTED] concern to our attention and for allowing us the opportunity to address it. [REDACTED] filed a complaint because he states he did not sign up for EME to supply his electricity.

Investigative Results:

- On 11/14/2017, [REDACTED] authorized the electric service onto the Maine Saver 12 month plan at 0.0899 cents/kWh with \$0 Monthly Service Fee and \$100 Early Termination Fee. (TPV Attached)
- On 12/8/2017, the electric service became active with EME.
- On 8/17/2018, EME received an inbound cancellation request from the utility for the electric service.
- On 9/7/2018, the electric service terminated with EME.
- On 10/15/2018, EME received Case # 2018-C-6751.

Outcome:

EME would like to confirm that per the attached TPV [REDACTED] authorized the electric enrollment on 11/14/2017 without any objections from the customer. Because of this, EME has deemed the enrollment as valid.

Additionally, after careful review of the account we determined due to circumstances unforeseen that have since been corrected EME no longer has a record of the Welcome Letter. For this reason, EME will perform a cost analysis against the utility's rate in comparison to EME's rate for the service period of 12/8/2017(*inception date*)-9/7/2018 (*termination date*). As such, if a credit is deemed as due [REDACTED] will be refunded accordingly.

Please let me know if you have any further questions or concerns.

Best regards,



April Lusk | Regulatory Specialist
 12140 Wickchester Ln, Ste 100 | Houston, TX 77079
 Tel: 832-333-7019 | Fax: 832-320-2979
alusk@sparkenergy.com | <http://www.sparkenergy.com>

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, October 15, 2018 10:21 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-6751

Good Morning.

We received a complaint from [REDACTED], CMP account # [REDACTED]

[REDACTED] stated that he did not sign up with EM to supply his electricity.

For this complaint, please provide the following information as soon as possible but not later than October 29, 2018:

A copy of the TPV;
A copy of the Welcome letter;
Date service enrolled.

Thank you,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Wednesday, November 14, 2018 1:34 PM
To: Somers, Elizabeth
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good afternoon,

██████████ was issued a \$215.57 credit due to this being a credit amount on his invoice for 5/14/2018.

Additionally, the re-rate from 12/8/2017-9/7/2017 is \$193.77 and will be sent in the form of a check within the next 21 business days.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, November 07, 2018 3:31 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good Afternoon Ms. Lusk.

In speaking with ██████████, he indicated that EM had mailed him a check in the amount of \$215.57. Could you confirm what time frame this check was for? I ask because it appears that he has an end balance due to EM of 347.44 (according to CMP's records).

Thank you,

Beth Somers

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Monday, October 29, 2018 2:09 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] RE: 2018-C-6751

To Whom This May Concern:

This is Electricity Maine ("EME") response to Case # 2018-C-6751.

Thank you for bringing ██████████ concern to our attention and for allowing us the opportunity to address it. ██████████ filed a complaint because he states he did not sign up for EME to supply his electricity.

Investigative Results:

- On 11/14/2017, ██████████ authorized the electric service onto the Maine Saver 12 month plan at 0.0899 cents/kWh with \$0 Monthly Service Fee and \$100 Early Termination Fee. (TPV Attached)
- On 12/8/2017, the electric service became active with EME.
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- On 9/7/2018, the electric service terminated with EME.

- On 10/15/2018, EME received Case # 2018-C-6751.

Outcome:

EME would like to confirm that per the attached TPV [REDACTED] authorized the electric enrollment on 11/14/2017 without any objections from the customer. Because of this, EME has deemed the enrollment as valid.

Additionally, after careful review of the account we determined due to circumstances unforeseen that have since been corrected EME no longer has a record of the Welcome Letter. For this reason, EME will perform a cost analysis against the utility's rate in comparison to EME's rate for the service period of 12/8/2017(*inception date*)-9/7/2018 (*termination date*). As such, if a credit is deemed as due [REDACTED] will be refunded accordingly.

Please let me know if you have any further questions or concerns.

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alusk@sparkenergy.com | <http://www.sparkenergy.com>

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, October 15, 2018 10:21 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-6751

Good Morning.

We received a complaint from [REDACTED] CMP account # [REDACTED]

[REDACTED] stated that he did not sign up with EM to supply his electricity.

For this complaint, please provide the following information as soon as possible but not later than October 29, 2018:

- A copy of the TPV;
- A copy of the Welcome letter;
- Date service enrolled.

Thank you,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station

Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Friday, November 16, 2018 2:41 PM
To: 'Customer Concerns'
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good Afternoon Ms. Lusk,

I just spoke with [REDACTED] and he is still concerned that he may owe Electricity Maine and so doesn't want to cash the check issued earlier without confirmation that he doesn't owe anything. I am also concerned as CMP is indicating that they shipped back \$196.98 on November 13, 2018.

Could you please verify the information and provide the calculations?

Thank you,

Beth Somers

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Wednesday, November 14, 2018 1:34 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good afternoon,

[REDACTED] was issued a \$215.57 credit due to this being a credit amount on his invoice for 5/14/2018.

Additionally, the re-rate from 12/8/2017-9/7/2017 is \$193.77 and will be sent in the form of a check within the next 21 business days.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, November 07, 2018 3:31 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-6751

Good Afternoon Ms. Lusk.

In speaking with [REDACTED], he indicated that EM had mailed him a check in the amount of \$215.57. Could you confirm what time frame this check was for? I ask because it appears that he has an end balance due to EM of 347.44 (according to CMP's records).

Thank you,

Beth Somers

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Monday, October 29, 2018 2:09 PM

To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>

Subject: [EXTERNAL SENDER] RE: 2018-C-6751

To Whom This May Concern:

This is Electricity Maine ("EME") response to Case # 2018-C-6751.

Thank you for bringing [REDACTED] concern to our attention and for allowing us the opportunity to address it. [REDACTED] filed a complaint because he states he did not sign up for EME to supply his electricity.

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- On 12/8/2017, the electric service became active with EME.
- On 8/17/2018, EME received an inbound cancellation request from the utility for the electric service.
- On 9/7/2018, the electric service terminated with EME.
- On 10/15/2018, EME received Case # 2018-C-6751.

Outcome:

EME would like to confirm that per the attached TPV [REDACTED] authorized the electric enrollment on 11/14/2017 without any objections from the customer. Because of this, EME has deemed the enrollment as valid.

Additionally, after careful review of the account we determined due to circumstances unforeseen that have since been corrected EME no longer has a record of the Welcome Letter. For this reason, EME will perform a cost analysis against the utility's rate in comparison to EME's rate for the service period of 12/8/2017(*inception date*)-9/7/2018 (*termination date*). As such, if a credit is deemed as due [REDACTED] will be refunded accordingly.

Please let me know if you have any further questions or concerns.

Best regards,



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Tel: 832-333-7019 | Fax: 832-320-2979
alusk@sparkenergy.com | <http://www.sparkenergy.com>

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, October 15, 2018 10:21 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-6751

Good Morning.

We received a complaint from [REDACTED], CMP account # [REDACTED]

[REDACTED] stated that he did not sign up with EM to supply his electricity.

For this complaint, please provide the following information as soon as possible but not later than October 29, 2018:

- A copy of the TPV;
- A copy of the Welcome letter;
- Date service enrolled.

Thank you,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

| Casenumbr | DocName | createdby | CreatedDate |
|-------------|---|------------------|-------------|
| 2018-C-6751 | 2018-C-6751.msg | Elizabeth.Somers | 10/15/2018 |
| 2018-C-6751 | EXTERNAL SENDER RE 2018-C-6751.msg | Elizabeth.Somers | 10/29/2018 |
| 2018-C-6751 | RE EXTERNAL SENDER RE 2018-C-6751.msg | Elizabeth.Somers | 11/16/2018 |
| 2018-C-6751 | REoverpay.msg | Elizabeth.Somers | 11/16/2018 |
| 2018-C-6751 | request update.msg | Elizabeth.Somers | 2/6/2019 |
| 2018-C-6751 | RE EXTERNAL SENDER RE 2018-C-6751 feb follow up.msg | Elizabeth.Somers | 2/15/2019 |
| 2018-C-6751 | Follow up.msg | Elizabeth.Somers | 3/20/2019 |
| 2018-C-6751 | calculation.msg | Elizabeth.Somers | 3/20/2019 |
| 2018-C-6751 | request call.msg | Elizabeth.Somers | 3/25/2019 |
| 2018-C-6751 | RE request response.msg | Elizabeth.Somers | 3/25/2019 |
| 2018-C-6751 | RE reques.msg | Elizabeth.Somers | 3/25/2019 |

Note:-Deleted Documents are not included in the Export.



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-0016

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2018-I-0016 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | APPLICATION FOR SERVICE |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 1/2/2018 2:10:53 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 1/2/2018 2:23:00 PM |
| Appealed: | | | |
| Abatement: | 0 | Violation: | No |
| Status: | Closed | Staff Assigned for Violation: | |
| IsBusiness: | No | Assigned Staff: | Connors Rebecca |

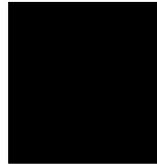
No Notes is associated with this case

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-I-0016
Complainant's Middle Name :
Complainant's Suffix :
Complainant's Email Address :
Complainant's Telephone Number
(Secondary) :

Complainant's First Name :
Complainant's Last Name :
Complainant's Telephone :



Service Information

Service Name :
Service Address : Unknown
Service City : Unknown
Service Zip Code : 04000

Is your mailing address is
different than service address : No
Service Address
(Continued) :
Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
Utility Company Name : ELECTRICITY MAINE, LLC
Have you contacted Utility
Company? No

Utility/Industry Subtype : Competitive
Electricity
Providers
(CEPs)
Utility Account Number :
Date of Contact :

Other Detail

Issues : APPLICATION FOR SERVICE

Disposition Detail

Case Status : Open
Important Decision : No
Is Possible Violation : No

Disposition Type :
Comments :

Other Information

Abatement Amount(\$):
[Redacted] called because he is feeling

Customer complaint :

unsure after a sales person left his house today. He described the conversation and the TPV call - Advised him of what he signed up for and asked if he remembered the rate EM is offering him - \$0.1099/kwh - gave him the 2018 SO rate - he asked how he can cancel what he did this morning. Advised to call EM and cancel - retain cancellation confirmation number and watch his next couple of bills for EM supply - he will.

What Customer wants MPUC to do?



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-0018

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2018-I-0018 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 1/2/2018 3:09:34 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 1/2/2018 3:10:26 PM |
| Appealed: | | | |
| Abatement: | 0 | Violation: | No |
| Status: | Closed | Staff Assigned for Violation: | |
| IsBusiness: | No | Assigned Staff: | Connors Rebecca |

No Notes is associated with this case

-----CAD Case Details-----

-Complainant's Information

| | | | |
|--|-------------|----------------------------|------------|
| Case Number : | 2018-I-0018 | Complainant's First Name : | [REDACTED] |
| Complainant's Middle Name : | | Complainant's Last Name : | [REDACTED] |
| Complainant's Suffix : | | Complainant's Telephone : | [REDACTED] |
| Complainant's Email Address : | | | |
| Complainant's Telephone Number (Secondary) : | | | |

Service Information

| | | | |
|--------------------|---------|---|-------|
| Service Name : | | Is your mailing address is different than service address : | No |
| Service Address : | Unknown | Service Address(Continued) : | |
| Service City : | Unknown | Service State : | MAINE |
| Service Zip Code : | 04000 | | |

Utility Detail

| | | | |
|-------------------------------------|------------------------|----------------------------|--|
| Utility/Industry Type : | Electric | Utility/Industry Subtype : | Competitive Electricity Providers (CEPs) |
| Utility Company Name : | ELECTRICITY MAINE, LLC | Utility Account Number : | |
| Have you contacted Utility Company? | No | Date of Contact : | |

Other Detail

Issues : CEP Terms of Service

Disposition Detail

| | | | |
|-------------------------|------|--------------------|--|
| Case Status : | Open | Disposition Type : | |
| Important Decision : | No | Comments : | |
| Is Possible Violation : | No | | |

Other Information

Abatement Amount(\$): [REDACTED] states that he just received a renewal notice from EM and wanted to know if it was a good deal. EM is

Customer complaint :

offering him \$0.1099/kwh - advised the SO rate is \$0.7921/kwh - he asked how to get on the SO - Advised to call and cancel - keep cancellation number and will default to SO - advised to watch the next couple of bills to make sure

What Customer wants MPUC to do?



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-0040

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2018-I-0040 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 1/5/2018 2:43:19 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 1/5/2018 4:31:37 PM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Emmons Pamela |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|------------------------|---|---------------|
| 1. | 1/5/2018 4:30:39 PM | I called [REDACTED] and we discussed his email and the rule i.e. notices are sent to Pamela.Emmons the address/email provided by the customer and the customer needs to respond to the same within 10 day (which he did not). That some CEPs will bill early termination fees. I advised him that I would be more than happy to review what happened in his case and he said I did not have to go any further. I recommended that he note his calendar and watch for notices next year. He thanked me for review the rule and the call ended. | Pamela.Emmons |
| 2. | 1/5/2018 3:20:18 PM | MPUC FORM-We signed with Electricity Maine Sept 2016 for .063540 per KWH. When we got our bill this month we see our rate is .109900 per KWH so we called them. They said our contract ran out Sept 2017 and that we were sent an email about a new contract but since we didn't respond this is our new rate .109900 per KWH. We told them we would like to cancel and we were told that would cost us \$100. to cancel but we could get a 1 year contract for .0849 of which we did. We didn't see an email which they said may have gone to trash and deleted . We also feel that we were not in a contract because they didn't charge us a contract price but was charged .109900 | Pamela.Emmons |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-I-0040
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :

Complainant's First Name :
 Complainant's Last Name :
 Complainant's Telephone :

Service Information

Service Name :
 Service Address :
 Service City : Fayette
 Service Zip Code : 04349

Is your mailing address is
 different than service address : No
 Service Address
 (Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility
 Company? Yes

Utility/Industry Subtype : Competitive
 Electricity
 Providers (CEPs)
 Utility Account Number : 05240279276012
 Date of Contact : 01/05/2018

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
 Important Decision : No
 Is Possible Violation : No

Disposition Type :
 Comments :

Other Information

Abatement Amount(\$):

We signed with Electricity Maine Sept
 2016 for .063540 per KWH. When we
 got our bill this month we see our
 rate is .109900 per KWH so we called

Customer complaint :

them. They said our contract ran out Sept 2017 and that we were sent an email about a new contract but since we didn't respond this is our new rate .109900 per KWH. We told them we would like to cancel and we were told that would cost us \$100. to cancel but we could get a 1 year contract for .0849 of which we did. We didn't see an email which they said may have gone to trash and deleted . We also feel that we were not in a contract because they didn't charge us a contract price but was charged .109900

What Customer wants MPUC to do?

Get us out of a contract with Electricity Maine that has coerced us into a contract



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-0418

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2018-I-0418 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | DISPUTED BILLS/PAYMENTS |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 2/7/2018 7:57:24 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 2/13/2018 9:13:32 AM |
| Appealed: | | | |
| Abatement: | 0 | Violation: | No |
| Status: | Closed | Staff Assigned for Violation: | |
| IsBusiness: | No | Assigned Staff: | Connors Rebecca |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|-------------------------|--|-----------------|
| 1. | 2/13/2018 9:13:16 AM | Spoke with [REDACTED] - Advised her that she is paying .1049 per kWh with EM - the SO rate is .0792. Advised her OPA website to being researching rates... Advised EM may have \$100 ETF, but they may negotiate a new rate with her to keep her as a customer - she will contact them today and research on OPA site. | Rebecca.Connors |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-I-0418
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number (Secondary) :

Complainant's First Name :
 Complainant's Last Name :
 Complainant's Telephone :

Service Information

Service Name :
 Service Address :
 Service City : Pittston
 Service Zip Code : 04345

Is your mailing address is different than service address : No
 Service Address(Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility Company? Yes

Utility/Industry Subtype : Competitive Electricity Providers (CEPs)
 Utility Account Number :
 Date of Contact : 11/04/2017

Other Detail

Issues : DISPUTED BILLS/PAYMENTS

Disposition Detail

Case Status : Open
 Important Decision : No
 Is Possible Violation : No

Disposition Type :
 Comments :

Other Information

Abatement Amount(\$):
 Customer complaint : Bill has doubled from October from about 97.00 to this month at 217.00

What Customer wants MPUC to do? What is the big jump in price



Date :03-26-2019

Maine Public Utilities Commission

Cad Case No.2018-C-0419

-----CAD case Metadata-----

| | | | |
|-------------------------------|-----------------------------------|--------------------------------------|----------------------|
| Case Number: | 2018-C-0419 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 2/8/2018 9:41:11 AM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | UTILITY PROVIDED ADEQUATE SERVICE | Disposition Date: | 7/10/2018 8:35:21 AM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Nadeau Rolanda |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|----------------------|---|----------------|
| 1. | 7/10/2018 8:34:59 AM | Decision letter sent via USPS to [REDACTED] and copy emailed to CMP ATTACHED | Rolanda.Nadeau |
| 2. | 7/6/2018 3:48:14 PM | CMP Account Number is [REDACTED] | Rolanda.Nadeau |
| 3. | 2/21/2018 3:57:47 PM | Info received from Electricity Maine. ATTACHED | Rolanda.Nadeau |
| 4. | 2/12/2018 9:53:18 AM | Requested info from EM ATTACHED | Rolanda.Nadeau |
| 5. | 2/8/2018 9:45:46 AM | EM offered a new contract from March to March for 8.5 cents. He is now paying about 10.5 cents. | Rolanda.Nadeau |

-----CAD Case Details-----

-Complainant's Information

| | | | |
|--|-------------|----------------------------|------------|
| Case Number : | 2018-C-0419 | Complainant's First Name : | [REDACTED] |
| Complainant's Middle Name : | | Complainant's Last Name : | [REDACTED] |
| Complainant's Suffix : | | Complainant's Telephone : | [REDACTED] |
| Complainant's Email Address : | [REDACTED] | | |
| Complainant's Telephone Number (Secondary) : | [REDACTED] | | |

Service Information

| | | | |
|--------------------|------------|---|-------|
| Service Name : | | Is your mailing address is different than service address : | Yes |
| Service Address : | [REDACTED] | Service Address (Continued) : | |
| Service City : | Poland | Service State : | MAINE |
| Service Zip Code : | 04274 | | |

Utility Detail

| | | | |
|---------------------------------------|------------------------|----------------------------|------------|
| Utility/Industry Type : | Electric | Utility/Industry Subtype : | CEPs |
| Utility Company Name : | ELECTRICITY MAINE, LLC | Utility Account Number : | [REDACTED] |
| Have you contacted Utility Company? : | Yes | Date of Contact : | 02/07/2018 |

Other Detail

Issues : CEP Terms of Service

Disposition Detail

| | | | |
|-------------------------|------|--------------------|-----------------------------------|
| Case Status : | Open | Disposition Type : | UTILITY PROVIDED ADEQUATE SERVICE |
| Important Decision : | No | Comments : | |
| Is Possible Violation : | No | | |

Other Information

Abatement Amount(\$):

Wants out of his
current 24 month
arrangement that

Customer complaint :

expires in November.
He doesn't remember
getting renewal
notification

**What Customer wants MPUC to
do?**

Wants to terminate
without a penalty fee.

Poetzsch, Kathy

From: Nadeau, Rolanda
Sent: Monday, February 12, 2018 9:52 AM
To: Sandra Nadeau (snadeau@providerpower.com)
Subject: CASD Case 2018-C-0419 [REDACTED]

Account Name: [REDACTED]

Account Number: [REDACTED]

Service Location: [REDACTED]
Poland, Maine

[REDACTED] contacted the CASD regarding his contract with Electricity Maine. He does not remember receiving anything regarding a contract renewal. When he called Electricity Maine he was told he is in a 24 month contract that expires in November of 2018. Electricity Maine did offer him a new contract from March 2018 – March 2019 for 8.5 cents. He would like to terminate the current contract totally without an ETF.

Please provide the following information as soon as possible, but not later than **Tuesday, February 27, 2018.**

The effective dates for his previous contract to this current one.
Copy of the two letters sent for the renewal to the contract he is currently on.
If sent by email please provide the email logs and the notations of received or not.
Contact notes between the [REDACTED] and Electricity Maine

Thank you for your assistance.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04333-0018

Consumer Assistance Hotline 800-452-4699

Poetzsch, Kathy

From: Sandra Nadeau <snadeau@providerpower.com>
Sent: Wednesday, February 21, 2018 2:28 PM
To: Nadeau, Rolanda
Cc: ProviderConcerns
Subject: RE: CASD Case 2018-C-0419 [REDACTED]

Hi Rolanda,

The only note that I have on file between EME and the customer is the one below. I also have attached right after that note of the renewals that were sent to the customers. I also have attached below the two renewals that were the latest ones sent to the customer. It went to the email address at: [REDACTED]

The customers previous date to his last renewal date was 11/16/14-11/15/16 was at 10.6494 /kwh for 24 mos.

I also have asked IT to let me know if the customer had opened either of their email notices. Once I receive that I will let you know.

If there is anything else you may need please don't hesitate to ask me.

Thank you

Sandra

| | | | | |
|------------|--------|----------|----------------|---|
| | | | | [REDACTED] called about her bill wanted to know if there was any lower rate offered the 8.59/12. [REDACTED] came on the phone and stated the CMP told him he could cancel at any time advised him that is not true they are in a contract until 11/15/18 so there would be a 100ETF. They were not happy stated they were going to the PUC and said thank you for nothing and hung the phone up |
| 02/07/2018 | 936300 | 16:25:54 | Correspondence | beaucage, MIS |

Full Name [REDACTED] Email [REDACTED] Phone [REDACTED]

Address [REDACTED], AUBURN ME - 04212

- [Account Information](#)
- [Account Actions](#)
- [Register A Call](#)
- [Record Fees / Payments](#)

Full Name [REDACTED]
Contact Name [REDACTED]
[REDACTED], AUBURN
ME - 04212
Customer Type Residential

MAN [REDACTED]
PPID [REDACTED]
Email [REDACTED]
Phone [REDACTED]
Service Status Active

| | | | | | |
|----------------|-------------------------------|----------------------|-------------------|-----------------|---------------|
| Utility | Utility Account Number | Account Class | Qualifiers | Balances | Status |
| CMP | [REDACTED] | Standard | | BAL | \$0.00Active |

| Account Number | Action Date | AccountAction | Amount | Notes | User |
|----------------|--------------------|---------------|------------|------------------------------------|-----------|
| [REDACTED] | 9/30/2016 12:00 AM | RenewLetr2 | [REDACTED] | TOS V17 ~ 0.10649400 ~24Mths | dkuehl |
| [REDACTED] | 9/27/2016 12:00 AM | RenewLettr | [REDACTED] | TOS V17 ~ 0.10649400 ~24Mths | dkuehl |
| [REDACTED] | 9/1/2014 12:00 AM | RenewLettr | [REDACTED] | | dkuehl |
| [REDACTED] | 9/25/2013 2:36 PM | RenewLettr | [REDACTED] | Sending renew letter for November. | ahennings |



9/27/2016

Account Number: [REDACTED]

We want to thank you for your business and let you know that your auto renew contract with Electricity Maine is expiring in November, 2016. We are happy to renew you at a fixed rate of \$0.106494 (10.649¢)/kWh for a period of 24 months, ending on your meter read date in November, 2018. There is no action required on your part.

CONTACTING US

Our terms of service are included at the bottom of this email. Your contract will automatically renew unless we hear from you. If you would like to discuss your account options, please call us at 866-573-2674. If we do not hear from you within 10 days of the date on this renewal notice, your contract will automatically renew.

Thank you for trusting in us and selecting Electricity Maine as your electricity supplier.

Regards,
Your Electricity Maine Team

Maine's Most Trusted Electricity Supplier

CONTRACT RENEWAL

Contract Disclosure Statement

You have the choice to adopt this new plan or to reject it. You can reject the new plan by contacting Electricity Maine at 1-866-573-2674, customerservice@electricityme.com, or PO Box 1150, Auburn, ME 04211-1150. If you do not reject it, the new plan will automatically start on the date shown above.

| | |
|-------------------------|---|
| Type of Plan | Fixed |
| Price per kWh | \$0.106494 (10.649¢)/kWh |
| Length of Plan | 24 Months |
| Late Payment Fee | When the Utility issues you a consolidated bill that includes charges for electric generation paid in full by the due date are subject to the Utility's late payment policies and procedure interest. |
| Deposit Requirement | N/A |
| Early Termination Fee | \$100.00 |
| Other Features | N/A |
| Right of Rescission | Beginning on 9/27/2016, you will have 10 days to opt out of your contract renewal. You can do this by calling Electric in writing to Electricity Maine, LLC, PO Box 1150, Auburn, ME 04211-1150. |
| Toll-Free Number | You can contact Electricity Maine with questions or complaints by phone, toll-free by calling 1-866-573-2674 during the business day. You can also contact Electricity Maine by email at customerservice@electricityme.com . |
| PUC Consumer Assistance | You may also contact the State of Maine Public Utilities Commission (PUC) with complaints or questions at 1-800-452-5252. |
| Cancellation of Service | You have the right to cancel your service with Electricity Maine at any time, subject to any early termination fee that you may incur. Electricity Maine is required to notify your electric utility of the cancellation within 2 business days of your request. Electricity Maine is not required to provide service to another supplier, you will receive Standard Offer service, which is a supply service available to all electricity customers. For more information about switching your supplier may be found at www.maine.gov/mpuc/electricity/cep . |

Residential and Small Commercial Customers

Electricity Maine, LLC
 Terms of Service
 (Version No. 17)
 Updated: 07/23/2015

- 1. Purchase of Electric Generation Service.** Electricity Maine agrees to sell and you agree to buy your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement and the Contract Disclosure Statement (together, the "Supply Contract") throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that Electricity Maine provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.
- 2. Price Structures.** *For greater clarity, all rates shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed at the fixed rate in cents per kilowatt hour set forth in the price structures set forth on your Contract Disclosure Statement for your actual consumption of electricity. The Price Structure does not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges and any other applicable charges imposed by your local utility or allowed by this Supply Contract. Choosing Electricity Maine as

your electricity supplier does not guarantee savings when compared to other Competitive Electricity Providers or the current Standard Offer.

3. **Duration and Kind of Contract; Automatic Renewal.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Contract Disclosure Statement. The email address that you provided us at the time of enrollment will be the primary method of contacting you for notices, renewals and disclosure information about your account. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with Electricity Maine. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter-reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted.

This Supply Contract will renew automatically unless terminated by you or Electricity Maine per the Termination Provisions set forth in this Supply Contract in Section 4. Between thirty (30) and sixty (60) calendar days prior to the end of the term of service of your Supply Contract, Electricity Maine will send two (2) written renewal notices (the "Renewal Notice") to your email of record. Each Renewal Notice will notify you of the existence and operation of this automatic renewal provision and either (i) a Contract Renewal Notice that sets forth the terms of the Supply Contract effective upon the automatic renewal, including any changes in the terms, the fixed rate electricity price that will apply to the renewal period, and the renewal term length, which shall not exceed 18 months or the length of the currently existing contract term, whichever is longer or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue until such time as a Contract Renewal Notice issues, during which Holdover Term you may cancel the Supply Contract without payment of any "Cost Recovery Fee." You will have ten (10) days after you receive the Contract Renewal Notice to decline the automatic renewal and terminate the Supply Contract effective at the end of the then-current term. If you do not notify Electricity Maine within ten (10) days after you receive the Contract Renewal Notice that you decline the automatic renewal, then the Supply Contract shall renew upon the terms set forth in the Renewal Notice and the automatic renewal period shall continue through the term stated therein.

4. **Termination Provisions.** Electricity Maine may terminate this Supply Contract in the event of your default as set forth in Section 5. Electricity Maine may terminate this Supply Contract in its sole discretion for any other reason upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract or Holdover Term described in Section 3. You may terminate this Supply Contract by written notice to Electricity Maine delivered no later than ten (10) days after you receive the Contract Renewal Notice, with such termination to be effective at the end of the current Supply Contract. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a "Cost Recovery Fee" outlined in Section 9, which fee will not apply if you terminate during the Holdover Term. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination.
5. **Payment of Bills.** The cost of your electric generation service will be included on your bill from the Utility, and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply Contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. Electricity Maine reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. **IN THE EVENT YOU DEFAULT IN YOUR PAYMENT OR OTHER OBLIGATIONS UNDER THIS SUPPLY CONTRACT, ELECTRICITY MAINE HAS THE RIGHT TO CANCEL THIS SUPPLY CONTRACT, AT WHICH TIME YOU WILL AUTOMATICALLY BE TRANSFERRED TO THE UTILITY'S STANDARD OFFER RATE PLAN.** You will remain responsible for balances owed to Electricity Maine for generation service and Electricity Maine's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs. If at any time you enter into a payment plan with the Utility while you have an outstanding balance owed to Electricity Maine, you must notify Electricity Maine within fifteen (15) days of entering into such a plan. Outstanding balances owed to Electricity Maine may not be accounted for by the Utility payment plan, may appear as a separate balance on your bill, and

will remain your responsibility. You agree to allow the utility to share your payment information for the purpose of consolidated billing.

6. **Credit Reporting.** When you first apply for service and during the term of the Supply Contract with Electricity Maine, Electricity Maine may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, Electricity Maine reserves the right to report your payment history to a credit reporting agency.

7. **Customer Deposits.** Electricity Maine does not require a customer deposit to enroll.

8. **Warranty Disclaimer; Damages; Force Majeure.**

ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY ELECTRICITY MAINE ON AN "AS IS" BASIS. ELECTRICITY MAINE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ELECTRICITY MAINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY.

You agree that Electricity Maine shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Electricity Maine shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. Electricity Maine's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall Electricity Maine be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. Electricity Maine will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Electricity Maine's control (Force Majeure events) may result in interruptions in service and Electricity Maine shall not be liable for any such interruptions. Electricity Maine does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that Electricity Maine shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond Electricity Maine's control.

9. **Charges, Fees and Penalties.** You will be charged for electric generation service supplied at the contract rate. Except as provided in this Supply Contract, no additional fees will be assessed to you by Electricity Maine unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for Electricity Maine to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee" of \$100.00. Electricity Maine reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation service, late payment or interest charges owed to your Utility as per Section 4 of this agreement. In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the Maine PUC or ISO-NE), including, without limitation,

changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the Maine PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in Electricity Maine incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge. We may charge you up to \$25 for any returned check.

10. **10. Estimated Bills.** In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Electricity Maine reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.

11. **Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products.** Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index.

Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results.

12. **Right to Rescind.** YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN FIVE (5) CALENDAR DAYS FROM RECEIPT OF THIS SUPPLY CONTRACT, OR WITHIN EIGHT (8) CALENDAR DAYS IF THIS SUPPLY CONTRACT IS MAILED TO YOU. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING THREE MEANS:

1. By telephone at: 1-866-573-2674;

2. By mailing us a written notice to rescind at:

Electricity Maine, LLC
PO Box 1150
Auburn, Maine 04211 -1150; or

3. By email through customerservice@electricityme.com.

13. **Questions and Complaints.** If you have a question or complaint about your electricity supply, you can contact Electricity Maine by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us through our website at www.electricityme.com.

14. **Standard Offer Generation Service.** All retail electricity customers in Maine are entitled to purchase their electricity supply from a competitive supplier or through standard offer service. Standard offer service is provided automatically to customers who do not sign a contract with a supplier for their electricity supply.

15. **Changes in Terms of Service.** In the event of any change in these Terms of Service during the term of this Supply Contract, Electricity Maine will notify you in writing by your email address on record between 30 and 60 calendar days in advance of such change. Except in connection with a renewal pursuant to Section 3, you must affirmatively consent to the effectiveness of the modified Terms of Service before such changes will become effective.

16. **Assignment.** This Supply Contract may be assigned or transferred by Electricity Maine to another competitive electricity provider without your consent if there is no change in the terms of the Supply Contract upon assignment. Notice of such assignment shall be provided to your e-mail address on record within 30 days after the assignment. You may not assign this Supply Contract, in whole or part, or any of your rights or obligations hereunder, without prior written consent from Electricity Maine. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than Electricity Maine and you.

17. **17. Do-Not-Call List.** The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.

18. **Consumer Protection Rights.** You may contact the Maine Public Utilities Commission to obtain information on consumer protection rights by calling the Commission's Consumer Assistance Division Hotline at 1-800-452-4699, Monday through Friday, 8:30 a.m. to 4:30 p.m. or by writing to the Commission at:

Maine Public Utilities Commission
Consumer Assistance Division
18 State House Station
Augusta, ME 04333-0018

19. **Net Metering.** If your account is subject to Net Metering under Chapter 313 (CNEBA) of the Rules of the Maine Public Utilities Commission, it requires an additional contract to be signed with Electricity Maine to cover specific payment arrangements for excess payment of power purchased over historical account usages at the time of enrollment. In addition to these terms, and ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be

signed prior to enrollment of this account. Failure to sign this agreement may result in immediate return to Standard Offer of your account. Please call Electricity Maine at 1-866-573-2674 to set up this arrangement.

20. **Meter Usage Information.** Electricity Maine has authority to act as your agent to obtain Advanced Metering Information (AMI) and Historical Usage information for your account as part of this supplier agreement.

21. You acknowledge and agree that this Supply Contract and the transaction(s) under this Supply Contract constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of this application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or this Agreement.



9/30/2016

Account Number: [REDACTED]

We want to thank you for your business and let you know that your auto renew contract with Electricity Maine is expiring in November, 2016. We are happy to renew you at a fixed rate of \$0.106494 (10.649¢)/kWh for a period of 24 months, ending on your meter read date in November, 2018. There is no action required on your part.

CONTACTING US

Our terms of service are included at the bottom of this email. Your contract will automatically renew unless we hear from you. If you would like to discuss your account options, please call us at 866-573-2674. If we do not hear from you within 10 days of the date on this renewal notice, your contract will automatically renew.

Thank you for trusting in us and selecting Electricity Maine as your electricity supplier.

Regards,
Your Electricity Maine Team

Maine's Most Trusted Electricity Supplier

CONTRACT RENEWAL

Contract Disclosure Statement

You have the choice to adopt this new plan or to reject it. You can reject the new plan by contacting Electricity Maine at 1-866-573-2674, customerservice@electricityme.com, or PO Box 1150, Auburn, ME 04211-1150. If you do not reject it, the new plan will automatically start on the date shown above.

| | |
|-------------------------|---|
| Type of Plan | Fixed |
| Price per kWh | \$0.106494 (10.649¢)/kWh |
| Length of Plan | 24 Months |
| Late Payment Fee | When the Utility issues you a consolidated bill that includes charges for electric generation paid in full by the due date are subject to the Utility's late payment policies and procedure interest. |
| Deposit Requirement | N/A |
| Early Termination Fee | \$100.00 |
| Other Features | N/A |
| Right of Rescission | Beginning on 9/30/2016, you will have 10 days to opt out of your contract renewal. You can do this by calling Electric in writing to Electricity Maine, LLC, PO Box 1150, Auburn, ME 04211-1150. |
| Toll-Free Number | You can contact Electricity Maine with questions or complaints by phone, toll-free by calling 1-866-573-2674 during t can also contact Electricity Maine by email at customerservice@electricityme.com . |
| PUC Consumer Assistance | You may also contact the State of Maine Public Utilities Commission (PUC) with complaints or questions at 1-800-45 |
| Cancellation of Service | You have the right to cancel your service with Electricity Maine at any time, subject to any early termination fee that w Maine is required to notify your electric utility of the cancellation within 2 business days of your request. Electricity M another supplier, you will receive Standard Offer service, which is a supply service available to all electricity customer other information about switching your supplier may be found at www.maine.gov/mpuc/electricity/cep . |

Residential and Small Commercial Customers

Electricity Maine, LLC
 Terms of Service
 (Version No. 17)
 Updated: 07/23/2015

- 2. Purchase of Electric Generation Service.** Electricity Maine agrees to sell and you agree to buy your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement and the Contract Disclosure Statement (together, the "Supply Contract") throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that Electricity Maine provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.

3. **Price Structures.** *For greater clarity, all rates shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed at the fixed rate in cents per kilowatt hour set forth in the price structures set forth on your Contract Disclosure Statement for your actual consumption of electricity. The Price Structure does not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges and any other applicable charges imposed by your local utility or allowed by this Supply Contract. Choosing Electricity Maine as your electricity supplier does not guarantee savings when compared to other Competitive Electricity Providers or the current Standard Offer.

4. **Duration and Kind of Contract; Automatic Renewal.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Contract Disclosure Statement. The email address that you provided us at the time of enrollment will be the primary method of contacting you for notices, renewals and disclosure information about your account. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with Electricity Maine. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter- reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted.

This Supply Contract will renew automatically unless terminated by you or Electricity Maine per the Termination Provisions set forth in this Supply Contract in Section 4. Between thirty (30) and sixty (60) calendar days prior to the end of the term of service of your Supply Contract, Electricity Maine will send two (2) written renewal notices (the "Renewal Notice") to your email of record. Each Renewal Notice will notify you of the existence and operation of this automatic renewal provision and either (i) a Contract Renewal Notice that sets forth the terms of the Supply Contract effective upon the automatic renewal, including any changes in the terms, the fixed rate electricity price that will apply to the renewal period, and the renewal term length, which shall not exceed 18 months or the length of the currently existing contract term, whichever is longer or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue until such time as a Contract Renewal Notice issues, during which Holdover Term you may cancel the Supply Contract without payment of any "Cost Recovery Fee." You will have ten (10) days after you receive the Contract Renewal Notice to decline the automatic renewal and terminate the Supply Contract effective at the end of the then-current term. If you do not notify Electricity Maine within ten (10) days after you receive the Contract Renewal Notice that you decline the automatic renewal, then the Supply Contract shall renew upon the terms set forth in the Renewal Notice and the automatic renewal period shall continue through the term stated therein.

5. **Termination Provisions.** Electricity Maine may terminate this Supply Contract in the event of your default as set forth in Section 5. Electricity Maine may terminate this Supply Contract in its sole discretion for any other reason upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract or Holdover Term described in Section 3. You may terminate this Supply Contract by written notice to Electricity Maine delivered no later than ten (10) days after you receive the Contract Renewal Notice, with such termination to be effective at the end of the current Supply Contract. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a "Cost Recovery Fee" outlined in Section 9, which fee will not apply if you terminate during the Holdover Term. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination.

6. **Payment of Bills.** The cost of your electric generation service will be included on your bill from the Utility, and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply Contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. Electricity Maine reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. **IN THE EVENT YOU DEFAULT IN YOUR PAYMENT OR OTHER OBLIGATIONS UNDER THIS SUPPLY CONTRACT, ELECTRICITY MAINE HAS THE RIGHT TO CANCEL THIS SUPPLY CONTRACT, AT WHICH TIME YOU WILL AUTOMATICALLY BE TRANSFERRED TO THE UTILITY'S STANDARD OFFER RATE PLAN.** You will remain

responsible for balances owed to Electricity Maine for generation service and Electricity Maine's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs. If at any time you enter into a payment plan with the Utility while you have an outstanding balance owed to Electricity Maine, you must notify Electricity Maine within fifteen (15) days of entering into such a plan. Outstanding balances owed to Electricity Maine may not be accounted for by the Utility payment plan, may appear as a separate balance on your bill, and will remain your responsibility. You agree to allow the utility to share your payment information for the purpose of consolidated billing.

7. **Credit Reporting.** When you first apply for service and during the term of the Supply Contract with Electricity Maine, Electricity Maine may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, Electricity Maine reserves the right to report your payment history to a credit reporting agency.

8. **Customer Deposits.** Electricity Maine does not require a customer deposit to enroll.

9. **Warranty Disclaimer; Damages; Force Majeure.**

ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY ELECTRICITY MAINE ON AN "AS IS" BASIS. ELECTRICITY MAINE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ELECTRICITY MAINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY.

You agree that Electricity Maine shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Electricity Maine shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. Electricity Maine's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall Electricity Maine be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. Electricity Maine will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Electricity Maine's control (Force Majeure events) may result in interruptions in service and Electricity Maine shall not be liable for any such interruptions. Electricity Maine does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that Electricity Maine shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond Electricity Maine's control.

10. **Charges, Fees and Penalties.** You will be charged for electric generation service supplied at the contract rate. Except as provided in this Supply Contract, no additional fees will be assessed to you by Electricity Maine unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for Electricity Maine to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee"

of \$100.00. Electricity Maine reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation service, late payment or interest charges owed to your Utility as per Section 4 of this agreement. In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the Maine PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the Maine PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in Electricity Maine incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge. We may charge you up to \$25 for any returned check.

11. **10. Estimated Bills.** In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Electricity Maine reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.

12. **Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products.** Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index.

Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results.

13. **Right to Rescind.** YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN FIVE (5) CALENDAR DAYS FROM RECEIPT OF THIS SUPPLY CONTRACT, OR WITHIN EIGHT (8) CALENDAR DAYS IF THIS SUPPLY CONTRACT IS MAILED TO YOU. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING THREE MEANS:

2. By telephone at: 1-866-573-2674;

3. By mailing us a written notice to rescind at:

Electricity Maine, LLC
PO Box 1150
Auburn, Maine 04211 -1150; or

4. By email through customerservice@electricityme.com.

14. **Questions and Complaints.** If you have a question or complaint about your electricity supply, you can contact Electricity Maine by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us through our website at www.electricityme.com.

15. **Standard Offer Generation Service.** All retail electricity customers in Maine are entitled to purchase their electricity supply from a competitive supplier or through standard offer service. Standard offer service is provided automatically to customers who do not sign a contract with a supplier for their electricity supply.

16. **Changes in Terms of Service.** In the event of any change in these Terms of Service during the term of this Supply Contract, Electricity Maine will notify you in writing by your email address on record between 30 and 60 calendar days in advance of such change. Except in connection with a renewal pursuant to Section 3, you must affirmatively consent to the effectiveness of the modified Terms of Service before such changes will become effective.

17. **Assignment.** This Supply Contract may be assigned or transferred by Electricity Maine to another competitive electricity provider without your consent if there is no change in the terms of the Supply Contract upon assignment. Notice of such assignment shall be provided to your e-mail address on record within 30 days after the assignment. You may not assign this Supply Contract, in whole or part, or any of your rights or obligations hereunder, without prior written consent from Electricity Maine. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than Electricity Maine and you.

18. **17. Do-Not-Call List.** The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.

19. **Consumer Protection Rights.** You may contact the Maine Public Utilities Commission to obtain information on consumer protection rights by calling the Commission's Consumer Assistance Division Hotline at 1-800-452-4699, Monday through Friday, 8:30 a.m. to 4:30 p.m. or by writing to the Commission at:

Maine Public Utilities Commission
 Consumer Assistance Division
 18 State House Station
 Augusta, ME 04333-0018

- 20. **Net Metering.** If your account is subject to Net Metering under Chapter 313 (CNEBA) of the Rules of the Maine Public Utilities Commission, it requires an additional contract to be signed with Electricity Maine to cover specific payment arrangements for excess payment of power purchased over historical account usages at the time of enrollment. In addition to these terms, and ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be signed prior to enrollment of this account. Failure to sign this agreement may result in immediate return to Standard Offer of your account. Please call Electricity Maine at 1-866-573-2674 to set up this arrangement.

- 21. **Meter Usage Information.** Electricity Maine has authority to act as your agent to obtain Advanced Metering Information (AMI) and Historical Usage information for your account as part of this supplier agreement.

- 22. You acknowledge and agree that this Supply Contract and the transaction(s) under this Supply Contract constitute a “forward contract” within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of this application of principles afforded “forward contracts” the provisions of Section 366 shall not apply to you or this Agreement.

From: Nadeau, Rolanda [mailto:Rolanda.Nadeau@maine.gov]
Sent: Monday, February 12, 2018 9:52 AM
To: Sandra Nadeau
Subject: CASD Case 2018-C-0419 [REDACTED]

Account Name: [REDACTED]

Account Number: [REDACTED]

Service Location: [REDACTED]
Poland, Maine

[REDACTED] contacted the CASD regarding his contract with Electricity Maine. He does not remember receiving anything regarding a contract renewal. When he called Electricity Maine he was told he is in a 24 month contract that expires in November of 2018. Electricity Maine did offer him a new contract from March 2018 – March 2019 for 8.5 cents. He would like to terminate the current contract totally without an ETF.

Please provide the following information as soon as possible, but not later than **Tuesday, February 27, 2018.**

The effective dates for his previous contract to this current one.
Copy of the two letters sent for the renewal to the contract he is currently on.

If sent by email please provide the email logs and the notations of received or not.
Contact notes between the [REDACTED] and Electricity Maine

Thank you for your assistance.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04333-0018

Consumer Assistance Hotline 800-452-4699



Sandra Nadeau | Director, Operations
306 Rodman Road | Auburn, ME 04210
Tel: 207-440-5024 | Mobile: 207-576-3839 |
snadeau@providerpower.com | <https://www.providerpower.com>

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

Poetzsch, Kathy

From: Sandra Nadeau <snadeau@providerpower.com>
Sent: Wednesday, February 21, 2018 3:53 PM
To: Nadeau, Rolanda
Cc: ProviderConcerns
Subject: RE: CASD Case 2018-C-0419 [REDACTED]

Hi Rolanda,
I just wanted to give you an update that the emails were not opened. Let me know if you may need anything else.
Thank you
Sandra



Sandra Nadeau | Director, Operations
306 Rodman Road | Auburn, ME 04210
Tel: 207-440-5024 | Mobile: 207-576-3839 |
snadeau@providerpower.com | <https://www.providerpower.com>

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

From: Nadeau, Rolanda [mailto:Rolanda.Nadeau@maine.gov]
Sent: Monday, February 12, 2018 9:52 AM
To: Sandra Nadeau
Subject: CASD Case 2018-C-0419 [REDACTED]

Account Name: [REDACTED]

Account Number: [REDACTED]

Service Location: [REDACTED]
Poland, Maine

[REDACTED] contacted the CASD regarding his contract with Electricity Maine. He does not remember receiving anything regarding a contract renewal. When he called Electricity Maine he was told he is in a 24 month contract that expires in November of 2018. Electricity Maine did offer him a new contract from March 2018 – March 2019 for 8.5 cents. He would like to terminate the current contract totally without an ETF.

Please provide the following information as soon as possible, but not later than **Tuesday, February 27, 2018.**

The effective dates for his previous contract to this current one.

Copy of the two letters sent for the renewal to the contract he is currently on.

If sent by email please provide the email logs and the notations of received or not.

Contact notes between the [REDACTED] and Electricity Maine

Thank you for your assistance.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04333-0018

Consumer Assistance Hotline 800-452-4699



STATE OF MAINE
PUBLIC UTILITIES COMMISSION

REDACTED

Mark A. Vannoy
CHAIRMAN

Harry Lanphear
ADMINISTRATIVE DIRECTOR

R. Bruce Williamson
Randall D. Davis
COMMISSIONERS

July 11, 2018

[REDACTED]

Auburn, ME 04212

RE: CASD Case: 2018-C-0419 – Electricity Maine, LLC (EM)
Account Number: [REDACTED]
Service Address: [REDACTED] Poland, Maine

Dear [REDACTED]:

On February 8, 2018, you contacted the Consumer Assistance & Safety Division (CASD) because you were currently receiving your electric supply service from EM. Your service contract had been renewed, but, you didn't believe you had received any information regarding your contract expiration and subsequent renewal. You were seeking to cancel the service, but were told that you would be subject to an early termination fee of \$100.00. You asked the CASD for assistance.

In response to my request for information, EM provided copies of the renewal letters. The renewal letters were sent to the email address [REDACTED] on September 27, 2016, and September 30, 2016, stating your contract would expire in November 2016. This is the email address you provided to the CASD at the time of intake of this complaint. The letters stated that your contract would automatically renew unless they heard from you. The letter also contained the rate and term of the new contract, which was a fixed rate of \$0.106494 for a period of 24 months. The new contract would expire in November, 2018.

The Commission rules state that a competitive electricity supplier must provide written notice two times between 30 and 60 calendar days in advance of a renewal of service. The notice must inform the customer of either an existing automatic renewal provision in the customer's present contract or the need for the customer to affirmatively renew to retain services from the provider. Commission rules also state that competitive electricity suppliers may charge termination fees that are a fixed dollar amount.

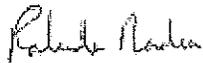
Based on the information provided by EM and Commission rules, it is my decision that EM provided appropriate notice to you of a contract renewal within the required time frame. The notice also properly provided information regarding the rate plan at which you would be renewed and explained how you could contact EM to discuss your account options. EM's terms of service document was also enclosed with the letter. Therefore, if you decide to cancel your service with EM prior to the contract expiration date of November 2018 you will be subject the \$100.00 early termination fee and will be responsible for paying it.

It is noted that EM records do not indicate you opened the emails. However, not opening or reading your mail does not change the fact that EM acted appropriately when renewing your contract.

The applicant, customer or the utility may appeal this decision to the Commission by filing a notice of appeal with the Administrative Director of the Commission within 10 calendar days after the date of this decision. Late filings may be denied. Notices of appeal should be submitted by email to maine.puc@maine.gov or in writing to the Administrative Director, Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018. The notice of appeal must state the specific reasons why the CASD decision should be overturned. The Commission shall review the decision to determine if the CASD decision is correct. It can uphold the decision, reverse it, or send it back to CASD for further action. The customer and the utility will be notified when the Commission reaches its decision. A utility may not disconnect a customer's service during the 10-day appeal period or until an appeal that is properly filed is decided. A non-residential customer filing an appeal involving a disputed payment arrangement must pay any new charges that accrue while the appeal is pending. For more information about the MPUC's appeal process and the rules that govern it, please see Chapter 815 section 13(I), which you can find via this link: <http://www.maine.gov/mpuc/legislative/rules/part8-multi.shtml>.

If you have any questions about this case, I am available by telephone weekdays at 800-452-4699. If you reach my voicemail, please leave your name, telephone number, the CASD Case Number shown above, and the reason for your call. If you prefer, you can reach me either by mail at: Maine Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018, or by e-mail at rolanda.nadeau@maine.gov.

Sincerely,



Rolanda Nadeau
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division

cc: Electricity Maine, LLC (via email)

Poetzsch, Kathy

From: Nadeau, Rolanda
Sent: Tuesday, July 10, 2018 8:32 AM
To: 'snadeau@providerpower.com'
Subject: CASD Case 2018-C-0419
Attachments: 2018-C-0419 [REDACTED] Dec CEP Ltr.doc

[REDACTED]

Case closed. Decision letter attached.

Thank you for your assistance.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04333-0018

Consumer Assistance Hotline 800-452-4699



STATE OF MAINE
PUBLIC UTILITIES COMMISSION

REDACTED

Mark A. Vannoy
CHAIRMAN

R. Bruce Williamson
Randall D. Davis
COMMISSIONERS

Harry Lanphear
ADMINISTRATIVE DIRECTOR

July 11, 2018

[REDACTED]
Auburn, ME 04212

RE: CASD Case: 2018-C-0419 – Electricity Maine, LLC (EM)
Account Number: [REDACTED]
Service Address: [REDACTED], Poland, Maine

Dear Ms. Sawyer:

On February 8, 2018, you contacted the Consumer Assistance & Safety Division (CASD) because you were currently receiving your electric supply service from EM. Your service contract had been renewed, but, you didn't believe you had received any information regarding your contract expiration and subsequent renewal. You were seeking to cancel the service, but were told that you would be subject to an early termination fee of \$100.00. You asked the CASD for assistance.

In response to my request for information, EM provided copies of the renewal letters. The renewal letters were sent to the email address [REDACTED] on September 27, 2016, and September 30, 2016, stating your contract would expire in November 2016. This is the email address you provided to the CASD at the time of intake of this complaint. The letters stated that your contract would automatically renew unless they heard from you. The letter also contained the rate and term of the new contract, which was a fixed rate of \$0.106494 for a period of 24 months. The new contract would expire in November, 2018.

The Commission rules state that a competitive electricity supplier must provide written notice two times between 30 and 60 calendar days in advance of a renewal of service. The notice must inform the customer of either an existing automatic renewal provision in the customer's present contract or the need for the customer to affirmatively renew to retain services from the provider. Commission rules also state that competitive electricity suppliers may charge termination fees that are a fixed dollar amount.

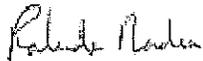
Based on the information provided by EM and Commission rules, it is my decision that EM provided appropriate notice to you of a contract renewal within the required time frame. The notice also properly provided information regarding the rate plan at which you would be renewed and explained how you could contact EM to discuss your account options. EM's terms of service document was also enclosed with the letter. Therefore, if you decide to cancel your service with EM prior to the contract expiration date of November 2018 you will be subject the \$100.00 early termination fee and will be responsible for paying it.

It is noted that EM records do not indicate you opened the emails. However, not opening or reading your mail does not change the fact that EM acted appropriately when renewing your contract.

The applicant, customer or the utility may appeal this decision to the Commission by filing a notice of appeal with the Administrative Director of the Commission within 10 calendar days after the date of this decision. Late filings may be denied. Notices of appeal should be submitted by email to maine.puc@maine.gov or in writing to the Administrative Director, Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018. The notice of appeal must state the specific reasons why the CASD decision should be overturned. The Commission shall review the decision to determine if the CASD decision is correct. It can uphold the decision, reverse it, or send it back to CASD for further action. The customer and the utility will be notified when the Commission reaches its decision. A utility may not disconnect a customer's service during the 10-day appeal period or until an appeal that is properly filed is decided. A non-residential customer filing an appeal involving a disputed payment arrangement must pay any new charges that accrue while the appeal is pending. For more information about the MPUC's appeal process and the rules that govern it, please see Chapter 815 section 13(I), which you can find via this link: <http://www.maine.gov/mpuc/legislative/rules/part8-multi.shtml>.

If you have any questions about this case, I am available by telephone weekdays at 800-452-4699. If you reach my voicemail, please leave your name, telephone number, the CASD Case Number shown above, and the reason for your call. If you prefer, you can reach me either by mail at: Maine Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018, or by e-mail at rolanda.nadeau@maine.gov.

Sincerely,



Rolanda Nadeau
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division

cc: Electricity Maine, LLC (via email)

| Casenumbr | DocName | createdby | CreatedDate | |
|-------------|-------------|-------------------|----------------|-----------|
| 2018-C-0419 | 2018-C-0419 | Info Req.msg | Rolanda.Nadeau | 2/12/2018 |
| 2018-C-0419 | 2018-C-0419 | Info Rec. msg.msg | Rolanda.Nadeau | 2/21/2018 |
| 2018-C-0419 | 2018-C-0419 | Info Rec 2.msg | Rolanda.Nadeau | 2/21/2018 |
| 2018-C-0419 | 2018-C-0419 | Dec CEP Ltr.doc | Rolanda.Nadeau | 7/10/2018 |
| 2018-C-0419 | 2018-C-0419 | Dec Ltr.msg | Rolanda.Nadeau | 7/10/2018 |

Note:-Deleted Documents are not included in the Export.



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-0446

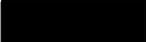
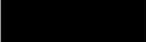
-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2018-I-0446 | Customer/Business Name: | ██████████ |
| Case Type: | Information Contact | Case SubType: | RATE DISPUTE |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 2/9/2018 9:31:15 AM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 2/9/2018 9:32:01 AM |
| Appealed: | | | |
| Abatement: | 0 | Violation: | No |
| Status: | Closed | Staff Assigned for Violation: | |
| IsBusiness: | No | Assigned Staff: | Brooks Shawn |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-I-0446
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :

Complainant's First Name : 
 Complainant's Last Name : 
 Complainant's Telephone : 

Service Information

Service Name :
 Service Address : 
 Service City : Sidney
 Service Zip Code : 04330

Is your mailing address is
 different than service address : No
 Service Address
 (Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility
 Company? No

Utility/Industry Subtype : Competitive
 Electricity
 Providers
 (CEPs)
 Utility Account Number :
 Date of Contact :

Other Detail

Issues : RATE DISPUTE

Disposition Detail

Case Status : Open
 Important Decision : No
 Is Possible Violation : No

Disposition Type :
 Comments :

Other Information

Abatement Amount(\$):

 contacted the CASD
 concerned with the increase in her CMP

bill. She stated that her bill increased by almost \$300 on her combined electric bills for her farm. She said that she has Electricity Maine and feel as though they should be required to offer a more competitive rate. She said that her EM rate increased dramatically from December to January. I explained the way CEPs work and that their rates aren't regulated the same way standard offer service is. She understood. She said that she has switched back to standard offer now but wanted her concerns noted.

Customer complaint :

What Customer wants MPUC to do?



Date :12-31-2018

Maine Public Utilities Commission

Cad Case No.2018-C-0488

-----CAD case Metadata-----

| | | | |
|-------------------------------|--|--------------------------------------|----------------------|
| Case Number: | 2018-C-0488 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | CUSTOMER SERVICE |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 2/12/2018 1:34:40 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | UTILITY PROVIDED ADEQUATE CUSTOMER SERVICE | Disposition Date: | 7/9/2018 10:36:28 AM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Nadeau Rolanda |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|----------------------|--|----------------|
| 1. | 7/9/2018 10:34:28 AM | Decision letter sent via USPS to [REDACTED] and copy emailed to Electricity Maine ATTACHED | Rolanda.Nadeau |
| 2. | 7/9/2018 10:24:18 AM | Attempted to contact [REDACTED] to discuss the decision. There was no answer with no opportunity to leave a voice message. | Rolanda.Nadeau |
| 3. | 2/22/2018 9:36:05 AM | Received an additional email from EM that [REDACTED] did not open her emails. ATTACHED | Rolanda.Nadeau |
| 4. | 2/21/2018 4:44:24 PM | Info received from Electricity Maine ATTACHED | Rolanda.Nadeau |
| 5. | 2/12/2018 2:25:10 PM | Info request sent to EM ATTACHED | Rolanda.Nadeau |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-C-0488
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :

Complainant's First Name :
 Complainant's Last Name :
 Complainant's Telephone :

Service Information

Service Name :
 Service Address :
 Service City : Dresden
 Service Zip Code : 04342

Is your mailing address is
 different than service address : No
 Service Address(Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility
 Company? Yes

Utility/Industry Subtype : CEPs
 Utility Account Number :
 Date of Contact : 02/12/2018

Other Detail

Issues : CUSTOMER SERVICE

Disposition Detail

Case Status : Open
 Disposition Type : UTILITY PROVIDED ADEQUATE CUSTOMER SERVICE
 Important Decision : No
 Is Possible Violation : No
 Comments :

Other Information

Abatement Amount(\$):
 Customer complaint : Doesn't recall getting a non renewal notice. She is now in a 24 month contract that expires in

REDACTED

October of 2017. Rate is 0.104

What Customer wants MPUC to do?

Determine if renewal was done appropriately.

Poetzsch, Kathy

From: Nadeau, Rolanda
Sent: Monday, February 12, 2018 2:24 PM
To: Sandra Nadeau (snadeau@providerpower.com)
Subject: 2018-C-0488

Account Name: [REDACTED]

CMP Account Number: [REDACTED]

Service Location: [REDACTED]
Dresden, Maine

[REDACTED] contacted the CASD regarding her contract with Electricity Maine. She does not remember receiving anything regarding a contract renewal. When she called Electricity Maine she was told she is in a contract that expires in October of 2018. She would like to terminate the current contract totally without an ETF.

Please provide the following information as soon as possible, but not later than **Tuesday, February 27, 2018.**

The effective dates for her previous contract to this current one.
Copy of the two letters sent for the renewal to the contract she is currently on.
If sent by email please provide the email logs and the notations of received or not.
Contact notes between the [REDACTED] and Electricity Maine

Thank you for your assistance.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04333-0018

Consumer Assistance Hotline 800-452-4699

Poetzsch, Kathy

From: Sandra Nadeau <snadeau@providerpower.com>
Sent: Wednesday, February 21, 2018 4:16 PM
To: Nadeau, Rolanda
Subject: FW: 2018-C-0488

Hi Rolanda,

This customer began with us on 4/5/12. Her previous contract before this one was 10/3/14-10/2/16 and was on 0.104940 kwh for 24 mos. . All emails were sent to: [REDACTED]

Below are the notes between EME and the customer. Also below you will see copies of most recent renewals that were sent to the customer.

Once I hear back from our IT department about the customer reading the email or not I will send it along to you. If you have any additional questions please do not hesitate to contact me.

Thank you
Sandra

| | | | | | | | |
|--------|------------------------|----------------|-----------|------------|--|---|--|
| | | | | | Escalated call: Tried to call [REDACTED] in regards to wanting to cancel with no fee. no VM to leave a message on. | | |
| 936846 | 02/13/2018 13:50:25 | Correspondence | jgeoffroy | MIS | | | |
| | | | | | | [REDACTED] called to drop service. Was informed that there was a \$100 ETF. She wants to speak to a Supervisor. She will be put on the supervisor queue and was informed that they will call between 24 & 48 hrs. Declined 9.29/12. | |
| 936591 | 02/12/2018 08:21:17 | Correspondence | jotero | Note | | | |
| 222545 | 03/20/2013 00:00:00 | Correspondence | ahennings | RenewLettr | | | |

[REDACTED] 8/30/2016 12:00 AM RenewLettr2 [REDACTED] \TOS V17 ~ 0.10494000 ~24Mths dkuehl

[REDACTED] 8/24/2016 12:00 AM RenewLettr [REDACTED] \TOS V17 ~ 0.10494000 ~24Mths dkuehl

[REDACTED] 8/11/2014 12:00 AM RenewLettr [REDACTED] dkuehl

[REDACTED] 3/20/2013 12:00 AM RenewLettr [REDACTED] ahennings



8/24/2016

[REDACTED]

Account Number: [REDACTED]

REDACTED

We want to thank you for your business and let you know that your auto renew contract with Electricity Maine is expiring in October, 2016. We are happy to renew you at a fixed rate of \$0.10494 (10.49¢)/kWh for a period of 24 months, ending on your meter read date in October, 2018. There is no action required on your part.

CONTACTING US

Our terms of service are included at the bottom of this email. Your contract will automatically renew unless we hear from you. If you would like to discuss your account options, please call us at 866-573-2674. If we do not hear from you within 10 days of the date on this renewal notice, your contract will automatically renew.

Thank you for trusting in us and selecting Electricity Maine as your electricity supplier.

Regards,
Your Electricity Maine Team

Maine's Most Trusted Electricity Supplier

CONTRACT RENEWAL

Contract Disclosure Statement

You have the choice to adopt this new plan or to reject it. You can reject the new plan by contacting Electricity Maine at 1-866-573-2674, customerservice@electricityme.com, or PO Box 1150, Auburn, ME 04211-1150. If you do not reject it, the new plan will automatically start on the date shown above.

| | |
|-------------------------|---|
| Type of Plan | Fixed |
| Price per kWh | \$0.10494 (10.49¢)/kWh |
| Length of Plan | 24 Months |
| Late Payment Fee | When the Utility issues you a consolidated bill that includes charges for electric generation paid in full by the due date are subject to the Utility's late payment policies and procedure interest. |
| Deposit Requirement | N/A |
| Early Termination Fee | \$100.00 |
| Other Features | N/A |
| Right of Rescission | Beginning on 8/24/2016, you will have 10 days to opt out of your contract renewal. You can do this by calling Electric in writing to Electricity Maine, LLC, PO Box 1150, Auburn, ME 04211-1150. |
| Toll-Free Number | You can contact Electricity Maine with questions or complaints by phone, toll-free by calling 1-866-573-2674 during t can also contact Electricity Maine by email at customerservice@electricityme.com . |
| PUC Consumer Assistance | You may also contact the State of Maine Public Utilities Commission (PUC) with complaints or questions at 1-800-45 |
| Cancellation of Service | You have the right to cancel your service with Electricity Maine at any time, subject to any early termination fee that w Maine is required to notify your electric utility of the cancellation within 2 business days of your request. Electricity M another supplier, you will receive Standard Offer service, which is a supply service available to all electricity customer other information about switching your supplier may be found at www.maine.gov/mpuc/electricity/cep . |

Residential and Small Commercial Customers

Electricity Maine, LLC
Terms of Service
(Version No. 17)
Updated: 07/23/2015

- 1. Purchase of Electric Generation Service.** Electricity Maine agrees to sell and you agree to buy your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement and the Contract Disclosure Statement (together, the "Supply Contract") throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that Electricity Maine provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.
- 2. Price Structures.** *For greater clarity, all rates shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed at the fixed rate in cents per kilowatt hour set forth in the price structures set forth on your Contract Disclosure Statement for your actual consumption of electricity. The Price Structure does not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges and any other applicable charges imposed by your local utility or allowed by this Supply Contract. Choosing Electricity Maine as your electricity supplier does not guarantee savings when compared to other Competitive Electricity Providers or the current Standard Offer.
- 3. Duration and Kind of Contract; Automatic Renewal.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Contract Disclosure Statement. The email address that you provided us at the time of enrollment will be the primary method of contacting you for notices, renewals and disclosure information about your account. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with Electricity Maine. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter-reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted.

This Supply Contract will renew automatically unless terminated by you or Electricity Maine per the Termination Provisions set forth in this Supply Contract in Section 4. Between thirty (30) and sixty (60) calendar days prior to the end of the term of service of your Supply Contract, Electricity Maine will send two (2) written renewal notices (the "Renewal Notice") to your email of record. Each Renewal Notice will notify you of the existence and operation of this automatic renewal provision and either (i) a Contract Renewal Notice that sets forth the terms of the Supply Contract effective upon the automatic renewal, including any changes in the terms, the fixed rate electricity price that will apply to the renewal period, and the renewal term length, which shall not exceed 18 months or the length of the currently existing contract term, whichever is longer or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue until such time as a Contract Renewal Notice issues, during which Holdover Term you may cancel the Supply Contract without payment of any "Cost Recovery Fee." You will have ten (10) days after you receive the Contract Renewal Notice to decline the automatic renewal and terminate the Supply Contract effective at the end of the then-current term. If you do not notify Electricity Maine within ten (10) days after you receive the Contract Renewal Notice that you decline the automatic renewal, then the Supply Contract shall renew upon the terms set forth in the Renewal Notice and the automatic renewal period shall continue through the term stated therein.

4. **Termination Provisions.** Electricity Maine may terminate this Supply Contract in the event of your default as set forth in Section 5. Electricity Maine may terminate this Supply Contract in its sole discretion for any other reason upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract or Holdover Term described in Section 3. You may terminate this Supply Contract by written notice to Electricity Maine delivered no later than ten (10) days after you receive the Contract Renewal Notice, with such termination to be effective at the end of the current Supply Contract. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a "Cost Recovery Fee" outlined in Section 9, which fee will not apply if you terminate during the Holdover Term. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination.

5. **Payment of Bills.** The cost of your electric generation service will be included on your bill from the Utility, and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply Contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. Electricity Maine reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. IN THE EVENT YOU DEFAULT IN YOUR PAYMENT OR OTHER OBLIGATIONS UNDER THIS SUPPLY CONTRACT, ELECTRICITY MAINE HAS THE RIGHT TO CANCEL THIS SUPPLY CONTRACT, AT WHICH TIME YOU WILL AUTOMATICALLY BE TRANSFERRED TO THE UTILITY'S STANDARD OFFER RATE PLAN. You will remain responsible for balances owed to Electricity Maine for generation service and Electricity Maine's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs. If at any time you enter into a payment plan with the Utility while you have an outstanding balance owed to Electricity Maine, you must notify Electricity Maine within fifteen (15) days of entering into such a plan. Outstanding balances owed to Electricity Maine may not be accounted for by the Utility payment plan, may appear as a separate balance on your bill, and will remain your responsibility. You agree to allow the utility to share your payment information for the purpose of consolidated billing.

6. **Credit Reporting.** When you first apply for service and during the term of the Supply Contract with Electricity Maine, Electricity Maine may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, Electricity Maine reserves the right to report your payment history to a credit reporting agency.

7. **Customer Deposits.** Electricity Maine does not require a customer deposit to enroll.

8. **Warranty Disclaimer; Damages; Force Majeure.**

ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY ELECTRICITY MAINE ON AN "AS IS" BASIS. ELECTRICITY MAINE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ELECTRICITY MAINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY.

You agree that Electricity Maine shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Electricity Maine shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. Electricity Maine's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall Electricity Maine be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. Electricity Maine will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Electricity Maine's control (Force Majeure events) may result in interruptions in service and Electricity Maine shall not be liable for any such interruptions. Electricity Maine does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that Electricity Maine shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond Electricity Maine's control.

9. **Charges, Fees and Penalties.** You will be charged for electric generation service supplied at the contract rate. Except as provided in this Supply Contract, no additional fees will be assessed to you by Electricity Maine unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for Electricity Maine to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee" of \$100.00. Electricity Maine reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation service, late payment or interest charges owed to your Utility as per Section 4 of this agreement. In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the Maine PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the Maine PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in Electricity Maine incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge. We may charge you up to \$25 for any returned check.
10. **10. Estimated Bills.** In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Electricity Maine reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.
11. **Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products.** Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index.

Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results.

12. **Right to Rescind.** YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN FIVE (5) CALENDAR DAYS FROM RECEIPT OF THIS SUPPLY CONTRACT, OR WITHIN EIGHT (8) CALENDAR DAYS IF THIS SUPPLY CONTRACT IS MAILED TO YOU. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING THREE MEANS:

1. By telephone at: 1-866-573-2674;

2. By mailing us a written notice to rescind at:

Electricity Maine, LLC
PO Box 1150
Auburn, Maine 04211 -1150; or

3. By email through customerservice@electricityme.com.

13. **Questions and Complaints.** If you have a question or complaint about your electricity supply, you can contact Electricity Maine by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us through our website at www.electricityme.com.

14. **Standard Offer Generation Service.** All retail electricity customers in Maine are entitled to purchase their electricity supply from a competitive supplier or through standard offer service. Standard offer service is provided automatically to customers who do not sign a contract with a supplier for their electricity supply.

15. **Changes in Terms of Service.** In the event of any change in these Terms of Service during the term of this Supply Contract, Electricity Maine will notify you in writing by your email address on record between 30 and 60 calendar days in advance of such change. Except in connection with a renewal pursuant to Section 3, you must affirmatively consent to the effectiveness of the modified Terms of Service before such changes will become effective.

16. **Assignment.** This Supply Contract may be assigned or transferred by Electricity Maine to another competitive electricity provider without your consent if there is no change in the terms of the Supply Contract upon assignment. Notice of such assignment shall be provided to your e-mail address on record within 30 days after the assignment. You may not assign this Supply Contract, in whole or part, or any of your rights or obligations hereunder, without prior written consent from

Electricity Maine. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than Electricity Maine and you.

17. **17. Do-Not-Call List.** The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.
18. **Consumer Protection Rights.** You may contact the Maine Public Utilities Commission to obtain information on consumer protection rights by calling the Commission's Consumer Assistance Division Hotline at 1-800-452-4699, Monday through Friday, 8:30 a.m. to 4:30 p.m. or by writing to the Commission at:

Maine Public Utilities Commission
Consumer Assistance Division
18 State House Station
Augusta, ME 04333-0018

19. **Net Metering.** If your account is subject to Net Metering under Chapter 313 (CNEBA) of the Rules of the Maine Public Utilities Commission, it requires an additional contract to be signed with Electricity Maine to cover specific payment arrangements for excess payment of power purchased over historical account usages at the time of enrollment. In addition to these terms, and ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be signed prior to enrollment of this account. Failure to sign this agreement may result in immediate return to Standard Offer of your account. Please call Electricity Maine at 1-866-573-2674 to set up this arrangement.
20. **Meter Usage Information.** Electricity Maine has authority to act as your agent to obtain Advanced Metering Information (AMI) and Historical Usage information for your account as part of this supplier agreement.
21. You acknowledge and agree that this Supply Contract and the transaction(s) under this Supply Contract constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of this application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or this Agreement.



8/30/2016

Account Number: [REDACTED]

We want to thank you for your business and let you know that your auto renew contract with Electricity Maine is expiring in October, 2016. We are happy to renew you at a fixed rate of \$0.10494 (10.49¢)/kWh for a period of 24 months, ending on your meter read date in October, 2018. There is no action required on your part.

CONTACTING US

Our terms of service are included at the bottom of this email. Your contract will automatically renew unless we hear from you. If you would like to discuss your account options, please call us at 866-573-2674. If we do not hear from you within 10 days of the date on this renewal notice, your contract will automatically renew.

Thank you for trusting in us and selecting Electricity Maine as your electricity supplier.

Regards,
Your Electricity Maine Team

Maine's Most Trusted Electricity Supplier

CONTRACT RENEWAL

Contract Disclosure Statement

You have the choice to adopt this new plan or to reject it. You can reject the new plan by contacting Electricity Maine at 1-866-573-2674, customerservice@electricityme.com, or PO Box 1150, Auburn, ME 04211-1150. If you do not reject it, the new plan will automatically start on the date shown above.

| | |
|-----------------------|---|
| Type of Plan | Fixed |
| Price per kWh | \$0.10494 (10.49¢)/kWh |
| Length of Plan | 24 Months |
| Late Payment Fee | When the Utility issues you a consolidated bill that includes charges for electric generation paid in full by the due date are subject to the Utility's late payment policies and procedure interest. |
| Deposit Requirement | N/A |
| Early Termination Fee | \$100.00 |
| Other Features | N/A |

| | |
|-------------------------|---|
| Right of Rescission | Beginning on 8/30/2016, you will have 10 days to opt out of your contract renewal. You can do this by calling Electric in writing to Electricity Maine, LLC, PO Box 1150, Auburn, ME 04211-1150. |
| Toll-Free Number | You can contact Electricity Maine with questions or complaints by phone, toll-free by calling 1-866-573-2674 during ti can also contact Electricity Maine by email at customerservice@electricityme.com . |
| PUC Consumer Assistance | You may also contact the State of Maine Public Utilities Commission (PUC) with complaints or questions at 1-800-45: |
| Cancellation of Service | You have the right to cancel your service with Electricity Maine at any time, subject to any early termination fee that w Maine is required to notify your electric utility of the cancellation within 2 business days of your request. Electricity M another supplier, you will receive Standard Offer service, which is a supply service available to all electricity customer other information about switching your supplier may be found at www.maine.gov/mpuc/electricity/cep . |

Residential and Small Commercial Customers

Electricity Maine, LLC
 Terms of Service
 (Version No. 17)
 Updated: 07/23/2015

2. **Purchase of Electric Generation Service.** Electricity Maine agrees to sell and you agree to buy your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement and the Contract Disclosure Statement (together, the "Supply Contract") throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that Electricity Maine provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.

3. **Price Structures.** *For greater clarity, all rates shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed at the fixed rate in cents per kilowatt hour set forth in the price structures set forth on your Contract Disclosure Statement for your actual consumption of electricity. The Price Structure does not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges and any other applicable charges imposed by your local utility or allowed by this Supply Contract. Choosing Electricity Maine as your electricity supplier does not guarantee savings when compared to other Competitive Electricity Providers or the current Standard Offer.

4. **Duration and Kind of Contract; Automatic Renewal.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Contract Disclosure Statement. The email address that you provided us at the time of enrollment will be the primary method of contacting you for notices, renewals and disclosure information about your account. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with Electricity Maine. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter- reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted.

This Supply Contract will renew automatically unless terminated by you or Electricity Maine per the Termination Provisions set forth in this Supply Contract in Section 4. Between thirty (30) and sixty (60) calendar days prior to the end of the term of service of your

Supply Contract, Electricity Maine will send two (2) written renewal notices (the "Renewal Notice") to your email of record. Each Renewal Notice will notify you of the existence and operation of this automatic renewal provision and either (i) a Contract Renewal Notice that sets forth the terms of the Supply Contract effective upon the automatic renewal, including any changes in the terms, the fixed rate electricity price that will apply to the renewal period, and the renewal term length, which shall not exceed 18 months or the length of the currently existing contract term, whichever is longer or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue until such time as a Contract Renewal Notice issues, during which Holdover Term you may cancel the Supply Contract without payment of any "Cost Recovery Fee." You will have ten (10) days after you receive the Contract Renewal Notice to decline the automatic renewal and terminate the Supply Contract effective at the end of the then-current term. If you do not notify Electricity Maine within ten (10) days after you receive the Contract Renewal Notice that you decline the automatic renewal, then the Supply Contract shall renew upon the terms set forth in the Renewal Notice and the automatic renewal period shall continue through the term stated therein.

5. **Termination Provisions.** Electricity Maine may terminate this Supply Contract in the event of your default as set forth in Section 5. Electricity Maine may terminate this Supply Contract in its sole discretion for any other reason upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract or Holdover Term described in Section 3. You may terminate this Supply Contract by written notice to Electricity Maine delivered no later than ten (10) days after you receive the Contract Renewal Notice, with such termination to be effective at the end of the current Supply Contract. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a "Cost Recovery Fee" outlined in Section 9, which fee will not apply if you terminate during the Holdover Term. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination.

6. **Payment of Bills.** The cost of your electric generation service will be included on your bill from the Utility, and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply Contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. Electricity Maine reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. IN THE EVENT YOU DEFAULT IN YOUR PAYMENT OR OTHER OBLIGATIONS UNDER THIS SUPPLY CONTRACT, ELECTRICITY MAINE HAS THE RIGHT TO CANCEL THIS SUPPLY CONTRACT, AT WHICH TIME YOU WILL AUTOMATICALLY BE TRANSFERRED TO THE UTILITY'S STANDARD OFFER RATE PLAN. You will remain responsible for balances owed to Electricity Maine for generation service and Electricity Maine's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs. If at any time you enter into a payment plan with the Utility while you have an outstanding balance owed to Electricity Maine, you must notify Electricity Maine within fifteen (15) days of entering into such a plan. Outstanding balances owed to Electricity Maine may not be accounted for by the Utility payment plan, may appear as a separate balance on your bill, and will remain your responsibility. You agree to allow the utility to share your payment information for the purpose of consolidated billing.

7. **Credit Reporting.** When you first apply for service and during the term of the Supply Contract with Electricity Maine, Electricity Maine may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, Electricity Maine reserves the right to report your payment history to a credit reporting agency.

8. **Customer Deposits.** Electricity Maine does not require a customer deposit to enroll.

9. **Warranty Disclaimer; Damages; Force Majeure.**

ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY ELECTRICITY MAINE ON AN "AS IS" BASIS. ELECTRICITY MAINE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ELECTRICITY MAINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY.

You agree that Electricity Maine shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Electricity Maine shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. Electricity Maine's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall Electricity Maine be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. Electricity Maine will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Electricity Maine's control (Force Majeure events) may result in interruptions in service and Electricity Maine shall not be liable for any such interruptions. Electricity Maine does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that Electricity Maine shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond Electricity Maine's control.

10. **Charges, Fees and Penalties.** You will be charged for electric generation service supplied at the contract rate. Except as provided in this Supply Contract, no additional fees will be assessed to you by Electricity Maine unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for Electricity Maine to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee" of \$100.00. Electricity Maine reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation service, late payment or interest charges owed to your Utility as per Section 4 of this agreement. In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the Maine PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the Maine PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in Electricity Maine incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge. We may charge you up to \$25 for any returned check.

11. **10. Estimated Bills.** In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Electricity Maine reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.

12. **Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products.** Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index.

Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results.

13. **Right to Rescind.** YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN FIVE (5) CALENDAR DAYS FROM RECEIPT OF THIS SUPPLY CONTRACT, OR WITHIN EIGHT (8) CALENDAR DAYS IF THIS SUPPLY CONTRACT IS MAILED TO YOU. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING THREE MEANS:

2. By telephone at: 1-866-573-2674;
3. By mailing us a written notice to rescind at:

Electricity Maine, LLC
PO Box 1150
Auburn, Maine 04211 -1150; or

4. By email through customerservice@electricityme.com.

14. **Questions and Complaints.** If you have a question or complaint about your electricity supply, you can contact Electricity Maine by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us through our website at www.electricityme.com.

15. **Standard Offer Generation Service.** All retail electricity customers in Maine are entitled to purchase their electricity supply from a competitive supplier or through standard offer service. Standard offer service is provided automatically to customers who do not sign a contract with a supplier for their electricity supply.

16. **Changes in Terms of Service.** In the event of any change in these Terms of Service during the term of this Supply Contract, Electricity Maine will notify you in writing by your email address on record between 30 and 60 calendar days in advance of such change. Except in connection with a renewal pursuant to Section 3, you must affirmatively consent to the effectiveness of the modified Terms of Service before such changes will become effective.
17. **Assignment.** This Supply Contract may be assigned or transferred by Electricity Maine to another competitive electricity provider without your consent if there is no change in the terms of the Supply Contract upon assignment. Notice of such assignment shall be provided to your e-mail address on record within 30 days after the assignment. You may not assign this Supply Contract, in whole or part, or any of your rights or obligations hereunder, without prior written consent from Electricity Maine. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than Electricity Maine and you.
18. **17. Do-Not-Call List.** The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.
19. **Consumer Protection Rights.** You may contact the Maine Public Utilities Commission to obtain information on consumer protection rights by calling the Commission's Consumer Assistance Division Hotline at 1-800-452-4699, Monday through Friday, 8:30 a.m. to 4:30 p.m. or by writing to the Commission at:
- Maine Public Utilities Commission
Consumer Assistance Division
18 State House Station
Augusta, ME 04333-0018
20. **Net Metering.** If your account is subject to Net Metering under Chapter 313 (CNEBA) of the Rules of the Maine Public Utilities Commission, it requires an additional contract to be signed with Electricity Maine to cover specific payment arrangements for excess payment of power purchased over historical account usages at the time of enrollment. In addition to these terms, and ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be signed prior to enrollment of this account. Failure to sign this agreement may result in immediate return to Standard Offer of your account. Please call Electricity Maine at 1-866-573-2674 to set up this arrangement.
21. **Meter Usage Information.** Electricity Maine has authority to act as your agent to obtain Advanced Metering Information (AMI) and Historical Usage information for your account as part of this supplier agreement.
22. You acknowledge and agree that this Supply Contract and the transaction(s) under this Supply Contract constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of

this application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or this Agreement.

From: Nadeau, Rolanda [mailto:Rolanda.Nadeau@maine.gov]
Sent: Monday, February 12, 2018 2:24 PM
To: Sandra Nadeau
Subject: 2018-C-0488

Account Name: [REDACTED]

CMP Account Number: [REDACTED]

Service Location: [REDACTED]
Dresden, Maine

[REDACTED] contacted the CASD regarding her contract with Electricity Maine. She does not remember receiving anything regarding a contract renewal. When she called Electricity Maine she was told she is in a contract that expires in October of 2018. She would like to terminate the current contract totally without an ETF.

Please provide the following information as soon as possible, but not later than **Tuesday, February 27, 2018.**

- The effective dates for her previous contract to this current one.
- Copy of the two letters sent for the renewal to the contract she is currently on.
- If sent by email please provide the email logs and the notations of received or not.
- Contact notes between the [REDACTED] and Electricity Maine

Thank you for your assistance.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04333-0018

Consumer Assistance Hotline 800-452-4699



Sandra Nadeau | Director, Operations

306 Rodman Road | Auburn, ME 04210

Tel: 207-440-5024 | Mobile: 207-576-3839 |

snadeau@providerpower.com | <https://www.providerpower.com>

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

Poetzsch, Kathy

From: Sandra Nadeau <snadeau@providerpower.com>
Sent: Wednesday, February 21, 2018 4:46 PM
To: Nadeau, Rolanda
Cc: ProviderConcerns
Subject: RE: 2018-C-0488

Hi Rolanda,
The customer did NOT open their email. Let me know if you need any additional information.
Thank you
Sandra



Sandra Nadeau | Director, Operations
306 Rodman Road | Auburn, ME 04210
Tel: 207-440-5024 | Mobile: 207-576-3839 |
snadeau@providerpower.com | <https://www.providerpower.com>

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

From: Nadeau, Rolanda [mailto:Rolanda.Nadeau@maine.gov]
Sent: Wednesday, February 21, 2018 4:45 PM
To: Sandra Nadeau
Subject: RE: 2018-C-0488

Thank you.

Rolanda

From: Sandra Nadeau [mailto:snadeau@providerpower.com]
Sent: Wednesday, February 21, 2018 4:16 PM
To: Nadeau, Rolanda <Rolanda.Nadeau@maine.gov>
Subject: FW: 2018-C-0488

Hi Rolanda,
This customer began with us on 4/5/12. Her previous contract before this one was 10/3/14-10/2/16 and was on 0.104940 kwh for 24 mos. . All emails were sent to: [REDACTED]
Below are the notes between EME and the customer. Also below you will see copies of most recent renewals that were sent to the customer.
Once I hear back from our IT department about the customer reading the email or not I will send it along to you.
If you have any additional questions please do not hesitate to contact me.
Thank you

Sandra

| | | | | | |
|--------|------------------------|----------------|-----------|------------|---|
| 936846 | 02/13/2018 13:50:25 | Correspondence | jgeoffroy | MIS | Escalated call: Tried to call [REDACTED] in regards to wanting to cancel with no fee. no VM to leave a message on. |
| 936591 | 02/12/2018 08:21:17 | Correspondence | jotero | Note | Mrs [REDACTED] called to drop service. Was informed that there was a \$100 ETF. She wants to speak to a Supervisor. She will be put on the supervisor queue and was informed that they will call between 24 & 48 hrs. Declined 9.29/12. |
| 222545 | 03/20/2013 00:00:00 | Correspondence | ahennings | RenewLettr | [REDACTED] |

[REDACTED] 8/30/2016 12:00 AM RenewLettr2 [REDACTED] TOS V17 ~ 0.10494000 ~24Mths dkuehl

[REDACTED] 8/24/2016 12:00 AM RenewLettr [REDACTED] TOS V17 ~ 0.10494000 ~24Mths dkuehl

[REDACTED] 8/11/2014 12:00 AM RenewLettr [REDACTED] dkuehl

[REDACTED] 3/20/2013 12:00 AM RenewLettr [REDACTED] ahennings



8/24/2016

[REDACTED]

Account Number: [REDACTED]

We want to thank you for your business and let you know that your auto renew contract with Electricity Maine is expiring in October, 2016. We are happy to renew you at a fixed rate of \$0.10494 (10.49¢)/kWh for a period of 24 months, ending on your meter read date in October, 2018. There is no action required on your part.

CONTACTING US

Our terms of service are included at the bottom of this email. Your contract will automatically renew unless we hear from you. If you would like to discuss your account options, please call us at 866-573-2674. If we do not hear from you within 10 days of the date on this renewal notice, your contract will automatically renew.

Thank you for trusting in us and selecting Electricity Maine as your electricity supplier.

Regards,
Your Electricity Maine Team

Maine's Most Trusted Electricity Supplier

CONTRACT RENEWAL

Contract Disclosure Statement

You have the choice to adopt this new plan or to reject it. You can reject the new plan by contacting Electricity Maine at 1-866-573-2674, customerservice@electricityme.com, or PO Box 1150, Auburn, ME 04211-1150. If you do not reject it, the new plan will automatically start on the date shown above.

| | |
|-------------------------|---|
| Type of Plan | Fixed |
| Price per kWh | \$0.10494 (10.49¢)/kWh |
| Length of Plan | 24 Months |
| Late Payment Fee | When the Utility issues you a consolidated bill that includes charges for electric generation paid in full by the due date are subject to the Utility's late payment policies and procedure interest. |
| Deposit Requirement | N/A |
| Early Termination Fee | \$100.00 |
| Other Features | N/A |
| Right of Rescission | Beginning on 8/24/2016, you will have 10 days to opt out of your contract renewal. You can do this by calling Electric in writing to Electricity Maine, LLC, PO Box 1150, Auburn, ME 04211-1150. |
| Toll-Free Number | You can contact Electricity Maine with questions or complaints by phone, toll-free by calling 1-866-573-2674 during ti can also contact Electricity Maine by email at customerservice@electricityme.com . |
| PUC Consumer Assistance | You may also contact the State of Maine Public Utilities Commission (PUC) with complaints or questions at 1-800-45 |
| Cancellation of Service | You have the right to cancel your service with Electricity Maine at any time, subject to any early termination fee that w Maine is required to notify your electric utility of the cancellation within 2 business days of your request. Electricity M another supplier, you will receive Standard Offer service, which is a supply service available to all electricity customer other information about switching your supplier may be found at www.maine.gov/mpuc/electricity/cep . |

Residential and Small Commercial Customers

Electricity Maine, LLC
 Terms of Service
 (Version No. 17)
 Updated: 07/23/2015

- 1. Purchase of Electric Generation Service.** Electricity Maine agrees to sell and you agree to buy your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement and the Contract Disclosure Statement (together, the "Supply Contract") throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that Electricity Maine provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.

2. **Price Structures.** *For greater clarity, all rates shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed at the fixed rate in cents per kilowatt hour set forth in the price structures set forth on your Contract Disclosure Statement for your actual consumption of electricity. The Price Structure does not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges and any other applicable charges imposed by your local utility or allowed by this Supply Contract. Choosing Electricity Maine as your electricity supplier does not guarantee savings when compared to other Competitive Electricity Providers or the current Standard Offer.

3. **Duration and Kind of Contract; Automatic Renewal.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Contract Disclosure Statement. The email address that you provided us at the time of enrollment will be the primary method of contacting you for notices, renewals and disclosure information about your account. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with Electricity Maine. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter-reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted.

This Supply Contract will renew automatically unless terminated by you or Electricity Maine per the Termination Provisions set forth in this Supply Contract in Section 4. Between thirty (30) and sixty (60) calendar days prior to the end of the term of service of your Supply Contract, Electricity Maine will send two (2) written renewal notices (the "Renewal Notice") to your email of record. Each Renewal Notice will notify you of the existence and operation of this automatic renewal provision and either (i) a Contract Renewal Notice that sets forth the terms of the Supply Contract effective upon the automatic renewal, including any changes in the terms, the fixed rate electricity price that will apply to the renewal period, and the renewal term length, which shall not exceed 18 months or the length of the currently existing contract term, whichever is longer or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue until such time as a Contract Renewal Notice issues, during which Holdover Term you may cancel the Supply Contract without payment of any "Cost Recovery Fee." You will have ten (10) days after you receive the Contract Renewal Notice to decline the automatic renewal and terminate the Supply Contract effective at the end of the then-current term. If you do not notify Electricity Maine within ten (10) days after you receive the Contract Renewal Notice that you decline the automatic renewal, then the Supply Contract shall renew upon the terms set forth in the Renewal Notice and the automatic renewal period shall continue through the term stated therein.

4. **Termination Provisions.** Electricity Maine may terminate this Supply Contract in the event of your default as set forth in Section 5. Electricity Maine may terminate this Supply Contract in its sole discretion for any other reason upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract or Holdover Term described in Section 3. You may terminate this Supply Contract by written notice to Electricity Maine delivered no later than ten (10) days after you receive the Contract Renewal Notice, with such termination to be effective at the end of the current Supply Contract. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a "Cost Recovery Fee" outlined in Section 9, which fee will not apply if you terminate during the Holdover Term. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination.

5. **Payment of Bills.** The cost of your electric generation service will be included on your bill from the Utility, and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply Contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. Electricity Maine reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for

electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. IN THE EVENT YOU DEFAULT IN YOUR PAYMENT OR OTHER OBLIGATIONS UNDER THIS SUPPLY CONTRACT, ELECTRICITY MAINE HAS THE RIGHT TO CANCEL THIS SUPPLY CONTRACT, AT WHICH TIME YOU WILL AUTOMATICALLY BE TRANSFERRED TO THE UTILITY'S STANDARD OFFER RATE PLAN. You will remain responsible for balances owed to Electricity Maine for generation service and Electricity Maine's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs. If at any time you enter into a payment plan with the Utility while you have an outstanding balance owed to Electricity Maine, you must notify Electricity Maine within fifteen (15) days of entering into such a plan. Outstanding balances owed to Electricity Maine may not be accounted for by the Utility payment plan, may appear as a separate balance on your bill, and will remain your responsibility. You agree to allow the utility to share your payment information for the purpose of consolidated billing.

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You agree that Electricity Maine shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Electricity Maine shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. Electricity Maine's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall Electricity Maine be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. Electricity Maine will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Electricity Maine's control (Force Majeure events) may result in interruptions in service and Electricity Maine shall not be liable for any such interruptions. Electricity Maine does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that Electricity Maine shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond Electricity Maine's control.

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Auburn, Maine 04211 -1150; or

3. By email through customerservice@electricityme.com.

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14. **Standard Offer Generation Service.** All retail electricity customers in Maine are entitled to purchase their electricity supply from a competitive supplier or through standard offer service. Standard offer service is provided automatically to customers who do not sign a contract with a supplier for their electricity supply.

15. **Changes in Terms of Service.** In the event of any change in these Terms of Service during the term of this Supply Contract, Electricity Maine will notify you in writing by your email address on record between 30 and 60 calendar days in advance of such change. Except in connection with a renewal pursuant to Section 3, you must affirmatively consent to the effectiveness of the modified Terms of Service before such changes will become effective.

16. **Assignment.** This Supply Contract may be assigned or transferred by Electricity Maine to another competitive electricity provider without your consent if there is no change in the terms of the Supply Contract upon assignment. Notice of such assignment shall be provided to your e-mail address on record within 30 days after the assignment. You may not assign this Supply Contract, in whole or part, or any of your rights or obligations hereunder, without prior written consent from Electricity Maine. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than Electricity Maine and you.

17. **17. Do-Not-Call List.** The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.

18. **Consumer Protection Rights.** You may contact the Maine Public Utilities Commission to obtain information on consumer protection rights by calling the Commission's Consumer Assistance Division Hotline at 1-800-452-4699, Monday through Friday, 8:30 a.m. to 4:30 p.m. or by writing to the Commission at:

Maine Public Utilities Commission
Consumer Assistance Division
18 State House Station
Augusta, ME 04333-0018

- 19. **Net Metering.** If your account is subject to Net Metering under Chapter 313 (CNEBA) of the Rules of the Maine Public Utilities Commission, it requires an additional contract to be signed with Electricity Maine to cover specific payment arrangements for excess payment of power purchased over historical account usages at the time of enrollment. In addition to these terms, and ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be signed prior to enrollment of this account. Failure to sign this agreement may result in immediate return to Standard Offer of your account. Please call Electricity Maine at 1-866-573-2674 to set up this arrangement.

- 20. **Meter Usage Information.** Electricity Maine has authority to act as your agent to obtain Advanced Metering Information (AMI) and Historical Usage information for your account as part of this supplier agreement.

- 21. You acknowledge and agree that this Supply Contract and the transaction(s) under this Supply Contract constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of this application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or this Agreement.



8/30/2016

[Redacted]

Account Number: [Redacted]

We want to thank you for your business and let you know that your auto renew contract with Electricity Maine is expiring in October, 2016. We are happy to renew you at a fixed rate of \$0.10494 (10.49¢)/kWh for a period of 24 months, ending on your meter read date in October, 2018. There is no action required on your part.

CONTACTING US

Our terms of service are included at the bottom of this email. Your contract will automatically renew unless we hear from you. If you would like to discuss your account options, please call us at 866-573-2674. If we do

not hear from you within 10 days of the date on this renewal notice, your contract will automatically renew.

Thank you for trusting in us and selecting Electricity Maine as your electricity supplier.

Regards,
Your Electricity Maine Team

Maine's Most Trusted Electricity Supplier

CONTRACT RENEWAL

Contract Disclosure Statement

You have the choice to adopt this new plan or to reject it. You can reject the new plan by contacting Electricity Maine at 1-866-573-2674, customerservice@electricityme.com, or PO Box 1150, Auburn, ME 04211-1150. If you do not reject it, the new plan will automatically start on the date shown above.

| | |
|-------------------------|--|
| Type of Plan | Fixed |
| Price per kWh | \$0.10494 (10.49¢)/kWh |
| Length of Plan | 24 Months |
| Late Payment Fee | When the Utility issues you a consolidated bill that includes charges for electric generation paid in full by the due date are subject to the Utility's late payment policies and procedure interest. |
| Deposit Requirement | N/A |
| Early Termination Fee | \$100.00 |
| Other Features | N/A |
| Right of Rescission | Beginning on 8/30/2016, you will have 10 days to opt out of your contract renewal. You can do this by calling Electric in writing to Electricity Maine, LLC, PO Box 1150, Auburn, ME 04211-1150. |
| Toll-Free Number | You can contact Electricity Maine with questions or complaints by phone, toll-free by calling 1-866-573-2674 during the business hours. You can also contact Electricity Maine by email at customerservice@electricityme.com . |
| PUC Consumer Assistance | You may also contact the State of Maine Public Utilities Commission (PUC) with complaints or questions at 1-800-452-5252. |
| Cancellation of Service | You have the right to cancel your service with Electricity Maine at any time, subject to any early termination fee that may apply. Electricity Maine is required to notify your electric utility of the cancellation within 2 business days of your request. Electricity Maine is not required to provide service to another supplier, you will receive Standard Offer service, which is a supply service available to all electricity customer. For more information about switching your supplier may be found at www.maine.gov/mpuc/electricity/cep . |

Residential and Small Commercial Customers

Electricity Maine, LLC
Terms of Service
(Version No. 17)
Updated: 07/23/2015

2. **Purchase of Electric Generation Service.** Electricity Maine agrees to sell and you agree to buy your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement and the Contract Disclosure Statement (together, the "Supply Contract") throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that Electricity Maine provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.

3. **Price Structures.** *For greater clarity, all rates shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed at the fixed rate in cents per kilowatt hour set forth in the price structures set forth on your Contract Disclosure Statement for your actual consumption of electricity. The Price Structure does not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges and any other applicable charges imposed by your local utility or allowed by this Supply Contract. Choosing Electricity Maine as your electricity supplier does not guarantee savings when compared to other Competitive Electricity Providers or the current Standard Offer.

4. **Duration and Kind of Contract; Automatic Renewal.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Contract Disclosure Statement. The email address that you provided us at the time of enrollment will be the primary method of contacting you for notices, renewals and disclosure information about your account. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with Electricity Maine. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter-reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted.

This Supply Contract will renew automatically unless terminated by you or Electricity Maine per the Termination Provisions set forth in this Supply Contract in Section 4. Between thirty (30) and sixty (60) calendar days prior to the end of the term of service of your Supply Contract, Electricity Maine will send two (2) written renewal notices (the "Renewal Notice") to your email of record. Each Renewal Notice will notify you of the existence and operation of this automatic renewal provision and either (i) a Contract Renewal Notice that sets forth the terms of the Supply Contract effective upon the automatic renewal, including any changes in the terms, the fixed rate electricity price that will apply to the renewal period, and the renewal term length, which shall not exceed 18 months or the length of the currently existing contract term, whichever is longer or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue until such time as a Contract Renewal Notice issues, during which Holdover Term you may cancel the Supply Contract without payment of any "Cost Recovery Fee." You will have ten (10) days after you receive the Contract Renewal Notice to decline the automatic renewal and terminate the Supply Contract effective at the end of the then-current term. If you do not notify Electricity Maine within ten (10) days after you receive the Contract Renewal Notice that you decline the automatic renewal, then the Supply Contract shall renew upon the terms set forth in the Renewal Notice and the automatic renewal period shall continue through the term stated therein.

5. **Termination Provisions.** Electricity Maine may terminate this Supply Contract in the event of your default as set forth in Section 5. Electricity Maine may terminate this Supply Contract in its sole discretion for any other reason upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract or Holdover Term described in Section 3. You may terminate this Supply Contract by written notice to Electricity Maine delivered no later than ten (10) days after you receive the Contract Renewal Notice, with such termination to be effective at the end of the current Supply Contract. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a "Cost Recovery Fee" outlined in Section 9, which fee will not apply if you terminate during the Holdover Term. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination.

6. **Payment of Bills.** The cost of your electric generation service will be included on your bill from the Utility, and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply Contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. Electricity Maine reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. IN THE EVENT YOU DEFAULT IN YOUR PAYMENT OR OTHER OBLIGATIONS UNDER THIS SUPPLY CONTRACT, ELECTRICITY MAINE HAS THE RIGHT TO CANCEL THIS SUPPLY CONTRACT, AT WHICH TIME YOU WILL AUTOMATICALLY BE TRANSFERRED TO THE UTILITY'S STANDARD OFFER RATE PLAN. You will remain responsible for balances owed to Electricity Maine for generation service and Electricity Maine's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs. If at any time you enter into a payment plan with the Utility while you have an outstanding balance owed to Electricity Maine, you must notify Electricity Maine within fifteen (15) days of entering into such a plan. Outstanding balances owed to Electricity Maine may not be accounted for by the Utility payment plan, may appear as a separate balance on your bill, and will remain your responsibility. You agree to allow the utility to share your payment information for the purpose of consolidated billing.

7. **Credit Reporting.** When you first apply for service and during the term of the Supply Contract with Electricity Maine, Electricity Maine may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, Electricity Maine reserves the right to report your payment history to a credit reporting agency.

8. **Customer Deposits.** Electricity Maine does not require a customer deposit to enroll.

9. **Warranty Disclaimer; Damages; Force Majeure.**

ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY ELECTRICITY MAINE ON AN "AS IS" BASIS. ELECTRICITY MAINE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ELECTRICITY MAINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY.

You agree that Electricity Maine shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Electricity Maine shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. Electricity Maine's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall Electricity Maine be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. Electricity Maine will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Electricity Maine's control (Force Majeure events) may result in interruptions in service and Electricity Maine

shall not be liable for any such interruptions. Electricity Maine does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that Electricity Maine shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond Electricity Maine's control.

10. **Charges, Fees and Penalties.** You will be charged for electric generation service supplied at the contract rate. Except as provided in this Supply Contract, no additional fees will be assessed to you by Electricity Maine unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for Electricity Maine to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee" of \$100.00. Electricity Maine reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation service, late payment or interest charges owed to your Utility as per Section 4 of this agreement. In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the Maine PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the Maine PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in Electricity Maine incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge. We may charge you up to \$25 for any returned check.

11. **10. Estimated Bills.** In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Electricity Maine reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.

12. **Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products.** Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index.

Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results.

13. **Right to Rescind.** YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN FIVE (5) CALENDAR DAYS FROM RECEIPT OF THIS SUPPLY CONTRACT, OR WITHIN EIGHT (8) CALENDAR DAYS IF THIS SUPPLY CONTRACT IS MAILED TO YOU. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING THREE MEANS:

2. By telephone at: 1-866-573-2674;

3. By mailing us a written notice to rescind at:

Electricity Maine, LLC
PO Box 1150
Auburn, Maine 04211 -1150; or

4. By email through customerservice@electricityme.com.

14. **Questions and Complaints.** If you have a question or complaint about your electricity supply, you can contact Electricity Maine by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us through our website at www.electricityme.com.

15. **Standard Offer Generation Service.** All retail electricity customers in Maine are entitled to purchase their electricity supply from a competitive supplier or through standard offer service. Standard offer service is provided automatically to customers who do not sign a contract with a supplier for their electricity supply.

16. **Changes in Terms of Service.** In the event of any change in these Terms of Service during the term of this Supply Contract, Electricity Maine will notify you in writing by your email address on record between 30 and 60 calendar days in advance of such change. Except in connection with a renewal pursuant to Section 3, you must affirmatively consent to the effectiveness of the modified Terms of Service before such changes will become effective.

17. **Assignment.** This Supply Contract may be assigned or transferred by Electricity Maine to another competitive electricity provider without your consent if there is no change in the terms of the Supply Contract upon assignment. Notice of such assignment shall be provided to your e-mail address on record within 30 days after the assignment. You may not assign this Supply Contract, in whole or part, or any of your rights or obligations hereunder, without prior written consent from Electricity Maine. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than Electricity Maine and you.

18. **17. Do-Not-Call List.** The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.

19. **Consumer Protection Rights.** You may contact the Maine Public Utilities Commission to obtain information on consumer protection rights by calling the Commission's Consumer Assistance Division Hotline at 1-800-452-4699, Monday through Friday, 8:30 a.m. to 4:30 p.m. or by writing to the Commission at:

Maine Public Utilities Commission
Consumer Assistance Division
18 State House Station
Augusta, ME 04333-0018

20. **Net Metering.** If your account is subject to Net Metering under Chapter 313 (CNEBA) of the Rules of the Maine Public Utilities Commission, it requires an additional contract to be signed with Electricity Maine to cover specific payment arrangements for excess payment of power purchased over historical account usages at the time of enrollment. In addition to these terms, and ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be signed prior to enrollment of this account. Failure to sign this agreement may result in immediate return to Standard Offer of your account. Please call Electricity Maine at 1-866-573-2674 to set up this arrangement.
21. **Meter Usage Information.** Electricity Maine has authority to act as your agent to obtain Advanced Metering Information (AMI) and Historical Usage information for your account as part of this supplier agreement.
22. You acknowledge and agree that this Supply Contract and the transaction(s) under this Supply Contract constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of this application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or this Agreement.

From: Nadeau, Rolanda [<mailto:Rolanda.Nadeau@maine.gov>]
Sent: Monday, February 12, 2018 2:24 PM
To: Sandra Nadeau
Subject: 2018-C-0488

Account Name: [REDACTED]

CMP Account Number: [REDACTED]

Service Location: [REDACTED]
Dresden, Maine

REDACTED

██████████ contacted the CASD regarding her contract with Electricity Maine. She does not remember receiving anything regarding a contract renewal. When she called Electricity Maine she was told she is in a contract that expires in October of 2018. She would like to terminate the current contract totally without an ETF.

Please provide the following information as soon as possible, but not later than **Tuesday, February 27, 2018.**

The effective dates for her previous contract to this current one.

Copy of the two letters sent for the renewal to the contract she is currently on.

If sent by email please provide the email logs and the notations of received or not.

Contact notes between the ██████████ and Electricity Maine

Thank you for your assistance.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04333-0018

Consumer Assistance Hotline 800-452-4699



Sandra Nadeau | Director, Operations
306 Rodman Road | Auburn, ME 04210
Tel: 207-440-5024 | Mobile: 207-576-3839 |
snadeau@providerpower.com | <https://www.providerpower.com>

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.



STATE OF MAINE
PUBLIC UTILITIES COMMISSION

REDACTED

Mark A. Vannoy
CHAIRMAN

Harry Lanphear
ADMINISTRATIVE DIRECTOR

R. Bruce Williamson
Randall D. Davis
COMMISSIONERS

July 9, 2018

[REDACTED]
Dresden, ME 04342

RE: CASD Case: 2018-C-0488 – Electricity Maine, LLC (EM)
Account Number: [REDACTED]
Service Address: [REDACTED], Poland, Maine

Dear [REDACTED]:

On February 12, 2018, you contacted the Consumer Assistance & Safety Division (CASD) because you were currently receiving your electric supply service from EM. Your service contract had been renewed, but, you didn't believe you had received any information regarding your contract expiration and subsequent renewal. You were seeking to cancel the service, but were told that you would be subject to an early termination fee of \$100.00. You asked the CASD for assistance.

In response to my request for information, EM provided copies of the renewal letters. The renewal letters were sent to the email address [REDACTED] on August 24, 2016, and August 30, 2016, stating your contract would expire in October, 2016. This is the email address you provided to the CASD at the time of intake of this complaint. The letters stated that your contract would automatically renew unless they heard from you. The letter also contained the rate and term of the new contract, which was a fixed rate of \$0.10494 for a period of 24 months. The new contract would expire in October, 2018.

The Commission rules state that a competitive electricity supplier must provide written notice two times between 30 and 60 calendar days in advance of a renewal of service. The notice had to inform the customer of either an existing automatic renewal provision in the customer's present contract or the need for the customer to affirmatively renew to retain services from the provider. Commission rules also state that competitive electricity suppliers may charge termination fees that are a fixed dollar amount.

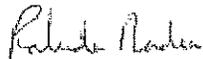
Based on the information provided by EM and Commission rules, it is my decision that EM provided appropriate notice to you of a contract renewal within the required time frame. The notice also properly provided information regarding the rate plan at which you would be renewed and explained how you could contact EM to discuss your account options. EM terms of service document was also enclosed with the letter. Therefore, if should decide to cancel your service with EM prior to the contract expiration date of October, 2018 you would be subject the \$100.00 early termination fee and would be responsible for paying it.

It is noted that EM records do not indicate you opened the emails. However, not opening or reading your mail does not change the fact that EM acted appropriately when renewing your contract.

The applicant, customer or the utility may appeal this decision to the Commission by filing a notice of appeal with the Administrative Director of the Commission within 10 calendar days after the date of this decision. Late filings may be denied. Notices of appeal should be submitted by email to maine.puc@maine.gov or in writing to the Administrative Director, Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018. The notice of appeal must state the specific reasons why the CASD decision should be overturned. The Commission shall review the decision to determine if the CASD decision is correct. It can uphold the decision, reverse it, or send it back to CASD for further action. The customer and the utility will be notified when the Commission reaches its decision. A utility may not disconnect a customer's service during the 10-day appeal period or until an appeal that is properly filed is decided. A non-residential customer filing an appeal involving a disputed payment arrangement must pay any new charges that accrue while the appeal is pending. For more information about the MPUC's appeal process and the rules that govern it, please see Chapter 815 section 13(I), which you can find via this link: <http://www.maine.gov/mpuc/legislative/rules/part8-multi.shtml>.

If you have any questions about this case, I am available by telephone weekdays at 800-452-4699. If you reach my voicemail, please leave your name, telephone number, the CASD Case Number shown above, and the reason for your call. If you prefer, you can reach me either by mail at: Maine Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018, or by e-mail at rolanda.nadeau@maine.gov.

Sincerely,



Rolanda Nadeau
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division

cc: Electricity Maine, LLC (via email)

Poetzsch, Kathy

From: Nadeau, Rolanda
Sent: Monday, July 09, 2018 10:27 AM
To: 'snadeau@providerpower.com'
Subject: CASD Case 2018-C-0488
Attachments: 2018-C-0488 [REDACTED] CEP Dec Ltr.doc

[REDACTED]

The above reference case has been closed. Decision letter attached.

Thank you for your assistance.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04333-0018

Consumer Assistance Hotline 800-452-4699

| Casenumbr | DocName | createdby | CreatedDate |
|-------------|--|----------------|-------------|
| 2018-C-0488 | 2018-C-0488 [REDACTED] Info Req.msg | Rolanda.Nadeau | 2/12/2018 |
| 2018-C-0488 | 2018-C-0488 [REDACTED] Info Rec.msg | Rolanda.Nadeau | 2/21/2018 |
| 2018-C-0488 | 2018-C-0488 [REDACTED] EM2.msg | Rolanda.Nadeau | 2/22/2018 |
| 2018-C-0488 | 2018-C-0488 [REDACTED] CEP Dec Ltr.doc | Rolanda.Nadeau | 7/9/2018 |
| 2018-C-0488 | 2018-C-0488 [REDACTED] Dec Ltr.msg | Roianda.Nadeau | 7/9/2018 |

Note:-Deleted Documents are not included in the Export.



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-0498

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2018-I-0498 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | DISPUTED BILLS/PAYMENTS |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 2/13/2018 9:25:32 AM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 2/13/2018 9:25:58 AM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Emmons Pamela |
| IsBusiness: | No | | |

No Notes is associated with this case

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-I-0498
Complainant's Middle Name :
Complainant's Suffix :
Complainant's Email Address :
Complainant's Telephone Number
(Secondary) :

Complainant's First Name : [REDACTED]
Complainant's Last Name : [REDACTED]
Complainant's Telephone : [REDACTED]

Service Information

Service Name :
Service Address : [REDACTED]
Service City : Verona
Service Zip Code : 04416

Is your mailing address is
different than service address : No
Service Address(Continued) :
Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
Utility Company Name : ELECTRICITY MAINE, LLC
Have you contacted Utility
Company? No

Utility/Industry Subtype : Competitive
Electricity
Providers
(CEPs)
Utility Account Number : [REDACTED]
Date of Contact :

Other Detail

Issues : DISPUTED BILLS/PAYMENTS

Disposition Detail

Case Status : Open
Important Decision : No
Is Possible Violation : No

Disposition Type :
Comments :

Other Information

Abatement Amount(\$): [REDACTED] called to discuss his CMP
bill. We reviewed his statements from
Oct 2017-Jan 2018. During this

Customer complaint :

discussion we reviewed sop in comparison with the rate he is incurring from Electricity Maine. He wasn't aware that he was paying close to 11 cents per kwh. He stated that he was going to call EM. I asked if I answered he questions and he said yes.

What Customer wants MPUC to do?

Customer wanted to review his bills.



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-0530

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2018-I-0530 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 2/14/2018 1:14:48 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 2/14/2018 1:15:13 PM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Emmons Pamela |
| IsBusiness: | No | | |

-----CAD Note Data-----

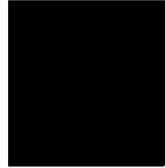
| S.No. | Created_Date | Notes | Created_By |
|-------|-------------------------|--|---------------|
| 1. | 2/14/2018 1:14:57 PM | Customer called because he was concerned about his CMP bill. We reviewed his bills from Nov 2017-Feb 2018 and discovered that the majority of his bill is associated with Electricity Maine (.11940). The conversation change to the deregulation of electricity and that Electricity Maine could have change his rate from his initial contract to its current rate. I asked if he has a copy of his renewal with EM and he stated he did not and could not access his account because he forgot his pin. I asked if he'd like me to transfer him to Electricity Maine so he could review his account with them and he said yes. I asked if I answered his questions and he replied yes. I then transferred him to Electricity Maine. | Pamela.Emmons |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-I-0530
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :

Complainant's First Name :
 Complainant's Last Name :
 Complainant's Telephone :



Service Information

Service Name :
 Service Address :
 Service City : Warren
 Service Zip Code : 04864



Is your mailing address is
 different than service address : Yes
 Service Address
 (Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility
 Company? No

Utility/Industry Subtype : Competitive
 Electricity
 Providers
 (CEPs)
 Utility Account Number :
 Date of Contact :

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
 Important Decision : No
 Is Possible Violation : No

Disposition Type :
 Comments :

Other Information

Abatement Amount(\$):

Customer called because he was
 concerned about his CMP bill. We

reviewed his bills from Nov 2017-Feb 2018 and discovered that the majority of his bill is associated with Electricity Maine (.11940). The conversation change to the deregulation of electricity and that Electricity Maine could have change his rate from his initial contract to its current rate. I asked if he has a copy of his renewal with EM and he stated he did not and could not access his account because he forgot his pin. I asked if he'd like me to transfer him to Electricity Maine so he could review his account with them and he said yes. I asked if I answered his questions and he replied yes. I then transferred him to Electricity Maine.

Customer complaint :

What Customer wants MPUC to do?

Customer questioning his bill.



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-2183

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2018-I-2183 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 3/22/2018 2:43:44 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 3/22/2018 2:44:16 PM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Emmons Pamela |
| IsBusiness: | No | | |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-I-2183
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :

Complainant's First Name : [REDACTED]
 Complainant's Last Name : [REDACTED]
 Complainant's Telephone : [REDACTED]

Service Information

Service Name :
 Service Address : [REDACTED]
 Service City : Parsonsfield
 Service Zip Code : 04048

Is your mailing address is
 different than service address : No
 Service Address
 (Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility
 Company? Yes

Utility/Industry Subtype : Competitive
 Electricity
 Providers
 (CEPs)
 Utility Account Number : [REDACTED]
 Date of Contact : 03/22/2018

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
 Important Decision : No
 Is Possible Violation : No

Disposition Type :
 Comments :

Other Information

Abatement Amount(\$):

Customer wanted to discuss CEP terms

Customer complaint :

and conditions including how to return to the standard offer. We reviewed his bills and we discuss his existing rate of .11 per kWh. I explained that the standard offer is fixed for 12 months and is set by MPUC as the results of a competitive RFP. We discussed termination fees and that he should calculate how long it would take him to recover the fee. He said he would and He thanked me for explaining CEPs and returning his call.

What Customer wants MPUC to do?

Customer wanted to discuss CEPs.



Date :12-31-2018

Maine Public Utilities Commission

Cad Case No.2017-C-2779

-----CAD case Metadata-----

| | | | |
|-------------------------------|-----------------------------------|--------------------------------------|-----------------------|
| Case Number: | 2017-C-2779 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 12/5/2017 9:26:23 AM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | UTILITY PROVIDED ADEQUATE SERVICE | Disposition Date: | 5/23/2018 10:39:35 AM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Brooks Shawn |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|--------------------------|--|----------------|
| 1. | 5/23/2018 10:31:43 AM | Attached - decision letter sent to customer by USPS and EM by email. | Shawn.C.Brooks |
| 2. | 2/16/2018 3:00:26 PM | Attached - info from EM | Shawn.C.Brooks |
| 3. | 1/11/2018 12:16:51 PM | Attached - email sent to EM for info | Shawn.C.Brooks |
| 4. | 12/5/2017 9:26:38 AM | <p>██████████ contacted the CASD concerned with the rate he was being charged by Electricity Maine. He said that he has found out that they were charging him more than double what the standard offer rate is now. He feels they should have to honor the standard offer rate. He said that he was told that they sent him an email about the change in contract and therefore he is responsible. I made him aware that I can request Electricity Maine provide me with the notices of renewal sent to him to ensure they followed the rules but if they did I cannot order them to refund him anything. He understood.</p> | Shawn.C.Brooks |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2017-C-2779
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address : [REDACTED]
 Complainant's Telephone Number
 (Secondary) :

Complainant's First Name : [REDACTED]
 Complainant's Last Name : [REDACTED]
 Complainant's Telephone : [REDACTED]

Service Information

Service Name :
 Service Address : [REDACTED]
 Service City : South Paris
 Service Zip Code : 04281

Is your mailing address is
 different than service address : No
 Service Address
 (Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility
 Company? Yes

Utility/Industry Subtype : CEPs
 Utility Account Number :
 Date of Contact : 12/05/2017

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
 Disposition Type : UTILITY PROVIDED ADEQUATE SERVICE
 Important Decision : No
 Is Possible Violation : No
 Comments :

Other Information

Abatement Amount(\$):
 [REDACTED] contacted the CASD
 concerned with the rate he was being

Customer complaint :

charged by Electricity Maine. He said that he has found out that they were charging him more than double what the standard offer rate is now. He feels they should have to honor the standard offer rate. He said that he was told that they sent him an email about the change in contract and therefore he is responsible. I made him aware that I can request Electricity Maine provide me with the notices of renewal sent to him to ensure they followed the rules but if they did I cannot order them to refund him anything. He understood.

What Customer wants MPUC to do?

Poetzsch, Kathy

From: Brooks, Shawn C
Sent: Wednesday, May 23, 2018 10:31 AM
To: 'snadeau@providerpower.com'
Subject: [REDACTED] Decision 2017-C-2779
Attachments: [REDACTED] 2017-C-2779.doc

Please let me know if you have any questions. Thanks.

Shawn C. Brooks

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Phone: 207-287-4915
Fax: 207-287-6889
shawn.c.brooks@maine.gov



STATE OF MAINE
PUBLIC UTILITIES COMMISSION

MARK A. VANNOY
CHAIRMAN

HARRY LANPHEAR
ADMINISTRATIVE DIRECTOR

R. BRUCE WILLIAMSON
RANDALL D. DAVIS
COMMISSIONERS

May 24, 2018

██████████
██████████
South Paris, ME 04281

RE: CASD Case 2017-C-2779 –Electricity Maine, LLC
Account # ██████████

Dear ██████████:

On December 5, 2017, you contacted the Consumer Assistance Division (CASD) regarding a dispute with Electricity Maine. You stated that Electricity Maine was charging you double what the standard offer rate was for the same time. You stated that you did not receive any correspondence pertaining to renewing a contract. You also stated that you felt Electricity Maine should have to honor the standard offer rate. You asked the CASD for assistance.

In response to my request for information, Electricity Maine provided records that show the account was originally enrolled with Electricity Maine on January 28, 2012. Electricity Maine provided copies of the two renewal notices that were emailed to you on November 21, 2016 and November 23, 2016. The notices informed you that if you did not contact them that you would be automatically enrolled in a 24 month contract through January 2019 at a new rate of \$0.11394 per kWh. These notices were emailed to ██████████ which is the same email address that you provided to me when we spoke. Electricity Maine's records do not indicate that you contacted them after receiving either of the renewal notices.

Commission rules in effect when the most recent renewal notices were mailed, require that a competitive supplier provide two written notices to its customers between 30 and 60 calendar days prior to the end of the term of service. The notice must inform the customer of either an existing automatic renewal provision in the customer's present contract or the need for the customer to affirmatively renew to retain services from the provider.

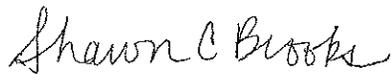
Based on these rules, it is my decision that Electricity Maine provided the appropriate notice to you within the required time frame and therefore is allowed to charge you \$0.11394 per kWh as outlined in the renewal notices sent to you. Also, should you terminate your contract prior to the expiration date, Electricity Maine may bill an early termination fee of \$100.00 as outlined in its terms and conditions.

The applicant, customer or the utility may appeal this decision to the Commission by filing a notice of appeal with the Administrative Director of the Commission within 10 calendar days after the date of this decision. Late filings may be denied. Notices of appeal should be submitted by email to maine.puc@maine.gov or in writing to the Administrative Director, Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018. The notice of appeal must state the specific reasons why the CASD decision should be overturned. The Commission shall review the decision to determine if the CASD decision is correct. It can uphold the decision, reverse it, or send it back to CASD for further action. The customer and the utility will be notified when the Commission reaches its decision. A utility may not disconnect a customer's service during the 10-day appeal

period or until an appeal that is properly filed is decided. A non-residential customer filing an appeal involving a disputed payment arrangement must pay any new charges that accrue while the appeal is pending. For more information about the MPUC's appeal process and the rules that govern it, please see Chapter 305 section 4(15d), which you can find via this link: <http://www.maine.gov/mpuc/legislative/rules/part3-electric.shtml> .

If you need to speak with me about this case, I am available by telephone at 800-452-4699. If you reach my voicemail, please leave your name, telephone number, the CASD Case Number shown above, and the reason for your call. If you prefer, you can reach me either by mail at: Maine Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018, or by e-mail at shawn.c.brooks@maine.gov.

Sincerely,



Shawn C. Brooks
Senior Consumer Assistance Specialist
Consumer Assistance Division

cc: Electricity Maine – via email

| Casenumbr | DocName | createdby | CreatedDate |
|-------------|-------------------------------------|----------------|-------------|
| 2017-C-2779 | [REDACTED] Decision 2017-C-2779.msg | Shawn.C.Brooks | 5/23/2018 |

Note:-Deleted Documents are not included in the Export.



Date :12-31-2018

Maine Public Utilities Commission

Cad Case No.2017-C-2974

-----CAD case Metadata-----

| | | | |
|-------------------------------|-----------------------------------|--------------------------------------|-----------------------|
| Case Number: | 2017-C-2974 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 12/27/2017 1:14:22 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | UTILITY PROVIDED ADEQUATE SERVICE | Disposition Date: | 1/10/2018 8:28:33 AM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Connors Rebecca |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|--------------------------|---|-----------------|
| 1. | 1/24/2018 8:05:23 AM | Attached - Email follow up from EM | Rebecca.Connors |
| 2. | 1/11/2018 10:53:42 AM | Spoke with [REDACTED] - Discussed Decision letter - He is convinced that EM dubbed different voices and questions into the call before they sent it to me. He states that they never identified themselves as EM - advised him that she stated she was calling from EM a total of four times during the conversation and at one point he even said "Electricity Maine?" [REDACTED] states that someone used his voice and made it sound like he was confirming things and saying words that he did not say. Advised him that I have to make my decision based on the evidence provided. He understood and told me that he will pay the \$100 ETF just to get rid of EM and he would like me to send EM a message to take him off their solicitation list - see attached email | Rebecca.Connors |
| 3. | 1/10/2018 8:26:31 AM | Attached - Decision letter sent to [REDACTED] via usps and sent to EM via email. | Rebecca.Connors |
| 4. | 1/10/2018 8:21:18 AM | Tried to call [REDACTED] to discuss the Decision - his son answered the phone and told me that he was still sleeping - I will call back this afternoon. | Rebecca.Connors |
| 5. | 1/5/2018 9:46:29 AM | Attached - TPV call | Rebecca.Connors |
| 6. | 12/29/2017 8:51:51 AM | Attached - Inquiry to EM | Rebecca.Connors |
| 7. | 12/29/2017 8:38:57 AM | Spoke with [REDACTED] - He states that he did not agree to another two year contract with EM. Went through the details of his case last year and that our last notes in that case state that EM contacted him, offered him a lower rate and he accepted another two year contract. He said that EM played him the tape of his acceptance but states he did not know what he was agreeing to and EM never identified themselves. Advised [REDACTED] that I will contact EM today and get the information regarding is contract and the TPV call. | Rebecca.Connors |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2017-C-2974
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :

Complainant's First Name :
 Complainant's Last Name :
 Complainant's Telephone :

Service Information

Service Name :
 Service Address :
 Service City : Poland
 Service Zip Code : 04274

Is your mailing address is
 different than service address : No
 Service Address(Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility
 Company? No

Utility/Industry Subtype : CEPs
 Utility Account Number :
 Date of Contact :

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
 Disposition Type : UTILITY PROVIDED ADEQUATE SERVICE
 Important Decision : No
 Is Possible Violation : No
 Comments :

Other Information

Abatement Amount(\$):
 [Redacted] contacted the Senate
 Republican Office regarding EM and
 states that he did not sign up for a two

Customer complaint :

year contract with EM - Previous case (see history) shows that EM contacted [REDACTED] in January 2016 and [REDACTED] [REDACTED] agreed to another two year contract. - Original correspondence attached.

What Customer wants MPUC to do?

Poetzsch, Kathy

From: Katherine Iler <kiler@providerpower.com>
Sent: Thursday, January 04, 2018 2:53 PM
To: Connors, Rebecca; ProviderConcerns
Cc: Jaime Geoffroy
Subject: FW: MPUC Case #2017-C-2974 [REDACTED]
Attachments: [REDACTED].WAV

Good Afternoon Rebecca,

I have attached a copy of the TPV from 4-25-2017 for the 24 month contract at \$0.092240. The customer's welcome packet was sent to his mailing address at [REDACTED] Poland, Maine 04274. On the TPV the customer did agree to the terms listed above.

If you have any further questions, please do not hesitate to contact us again. Have a great day.
Thank you,



Katherine Iler | Care Center Representative I
306 Rodman Road | Auburn, ME 04210

kiler@providerpower.com | <https://www.providerpower.com>

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

From: Connors, Rebecca [mailto:Rebecca.Connors@maine.gov]
Sent: Friday, December 29, 2017 8:50 AM
To: ProviderConcerns <customerconcerns@providerpower.com>
Subject: MPUC Case #2017-C-2974 [REDACTED]

Good morning,

[REDACTED]
Poland, ME
[REDACTED]

[REDACTED] contacted the Senate Republican Office, who in turn contacted the MPUC regarding a two year contract, which [REDACTED] states he did not agree to.

Please provide the following information as soon as possible, but not later than January 16, 2018:

- Copy of the TPV call where [REDACTED] agreed to his two year contract.
- Was the welcome packet mailed or emailed to him? And to what address/email address.
- If the welcome packet was emailed, please provide me with the details (if the email was read, date sent, etc.)
- Any other information you feel would be helpful in this case.

If you have any questions, please do not hesitate to contact me. Thank you and have a wonderful day.

Rebecca Connors

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hotline: 1-800-452-4699
Phone: 207-287-4917
Fax: 207-287-6889
rebecca.connors@maine.gov

Poetzsch, Kathy

From: Connors, Rebecca
Sent: Wednesday, January 10, 2018 8:26 AM
To: 'customerconcerns@electricityme.com'
Subject: MPUC Case #2017-C-2974 [REDACTED]
Attachments: [REDACTED] Decision Letter.doc

Good morning, Please find the attached Decision letter for the above referenced case. This case is now closed.

Rebecca Connors

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hotline: 1-800-452-4699
Phone: 207-287-4917
Fax: 207-287-6889
rebecca.connors@maine.gov



STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Mark A. Vannoy
CHAIRMAN

Harry Lanphear
ADMINISTRATIVE DIRECTOR

R. Bruce Williamson
Randall D. Davis
COMMISSIONERS

January 11, 2018

[REDACTED]
Poland, ME 04274

RE: CASD Case #2017-C-2974 – Electricity Maine, LLC (EM)
Account No. [REDACTED]

Dear [REDACTED]

On December 27, 2017, the Senate Republican Office contacted the Consumer Assistance and Safety Division (CASD) on your behalf. In turn, I reached out to you, and we spoke on December 29, 2017, regarding your contract with EM. During this conversation, you told me that you previously had EM as your electricity supplier, but that you did not enter into a new contract with EM, and should not have to pay the \$100.00 early termination fee. You also stated that you remember a phone call with an electricity supplier, but the company did not identify themselves during the call. You asked the CASD for assistance.

Given your concerns, I contacted EM on your behalf. In response to my request for information, EM provided me with a copy of the Third Party Verification call (TPV), which took place on May 25, 2017. A TPV call is a call in which an independent company calls you to verify your information, as well as confirm your understanding of the terms of your contract with an electricity supplier.

During this call, you confirmed and/or agreed to the following:

- The date was May 25, 2017, at 1:21 p.m.
- You confirmed your address and contact information.
- You confirmed that you were signing up for Electricity Maine's 100% Green 24-month plan.
- You confirmed that you understood your rate for the term of the contract is \$0.9224/kWh.
- You confirmed that you understood if you were to terminate your contract before the expiration of the 24-month term, you would be assessed a \$100.00 early termination fee.
- During this call, the representative identified the company as Electricity Maine a total of four times, and you used the company name, Electricity Maine, once.

Commission rules state that Competitive Electricity Providers (CEP), such as Electricity Maine, must obtain verification that each customer choosing a CEP has affirmatively chosen such entity. The choice may be evidenced by a TPV. Commission rules also state that CEPs may charge an early termination fee for broken contracts, and that those early termination fees must be a fixed amount.

Given the information above, it is my decision that EM followed Commission rules when confirming your contract enrollment and assessing your early termination fee. The representative clearly stated multiple times that the company you were contracting with was Electricity Maine, your contract was for a 24-month term, and you confirmed that you understood there would be a \$100.00 early termination fee if you were to cancel the service before the end of your contract. Therefore, you are responsible for the fees which you have been assessed.

The applicant, customer or the utility may appeal this decision to the Commission by filing a notice of appeal with the Administrative Director of the Commission within 10 calendar days after the date of this decision. Late filing may be denied. Notices of appeal should be submitted by email to maine.puc@maine.gov or in writing to the Administrative Director, Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018. The notice of appeal must state the specific reasons why the CASD decision should be overturned. The Commission shall review the decision to determine if the CASD decision is correct. It can uphold the decision, reverse it, or send it back to CASD for further action. The customer and the utility will be notified when the Commission reaches its decision. A utility may not disconnect a customer's service during the 10-day appeal period or until an appeal that is properly filed is decided. A non-residential customer filing an appeal involving a disputed payment arrangement must pay any new charges that accrue while the appeal is pending. For more information about the MPUC's appeal process and the rules that govern it, please see Chapter 815 section 13(l), which you can find via this link: <http://www.maine.gov/mpuc/legislative/rules/part8-multi.shtml> .

If you need to speak with me about this case you may call me at 800 452-4699. If I am assisting another customer and you reach my voice mail please leave your name, your phone number, the CASD case number as referenced at the top of this letter and the reason for your call. You may also reach me by email at Rebecca.connors@maine.gov or US mail at: Maine Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018.

Sincerely,



Rebecca Connors
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division

cc: Electricity Maine (via email)

Poetzsch, Kathy

From: Connors, Rebecca
Sent: Thursday, January 11, 2018 10:53 AM
To: 'customerconcerns@electricityme.com'
Subject: MPUC Case #2017-C-2974 [REDACTED]

Good morning,

I spoke with [REDACTED] this morning and he asked me to reach out to Electricity Maine on his behalf and ask that he be taken off every solicitation list you may have. He does not want any sales person going to his residence and does not want to receive any more phone calls.

I advised [REDACTED] that I would submit this formal request to you today.

If you have any questions, please do not hesitate to ask. Thank you!

Rebecca Connors

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hotline: 1-800-452-4699
Phone: 207-287-4917
Fax: 207-287-6889
rebecca.connors@maine.gov

Poetzsch, Kathy

From: Sandra Nadeau <snadeau@providerpower.com>
Sent: Tuesday, January 23, 2018 3:33 PM
To: Connors, Rebecca; ProviderConcerns
Subject: RE: MPUC Case #2017-C-2974 [REDACTED]

Hi Rebecca,
We have processed that request that he not receive any solicitation in regards to Sales. In the future, he will be receiving renewal notices where he is still a customer of ours. If there is anything else that we can do for him please let us know.
Thank you
Sandra



Sandra Nadeau | Director, Operations
306 Rodman Road | Auburn, ME 04210
Tel: 207-440-5024 | Mobile: 207-576-3839 |
snadeau@providerpower.com | <https://www.providerpower.com>

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From: Connors, Rebecca [mailto:Rebecca.Connors@maine.gov]
Sent: Thursday, January 11, 2018 10:53 AM
To: ProviderConcerns
Subject: MPUC Case #2017-C-2974 [REDACTED]

Good morning,

I spoke with [REDACTED] this morning and he asked me to reach out to Electricity Maine on his behalf and ask that he be taken off every solicitation list you may have. He does not want any sales person going to his residence and does not want to receive any more phone calls.

I advised [REDACTED] that I would submit this formal request to you today.

If you have any questions, please do not hesitate to ask. Thank you!

Rebecca Connors

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hotline: 1-800-452-4699
Phone: 207-287-4917

Fax: 207-287-6889
rebecca.connors@maine.gov

Poetzsch, Kathy

From: Cottle, Susan
Sent: Wednesday, December 27, 2017 12:38 PM
To: Connors, Rebecca
Subject: FW: Constituent Case - Electricity Maine

Becky—would you check in with the consumer and see if you can be of assistance to him and then let me know where matters stand. This may be an instance where an investigation/decision will be most useful, but you will know more after you speak with him, which I imagine you'll be doing once you have a moment to see what records we may have. Thank you!
 -S

From: Cottle, Susan
Sent: Wednesday, December 27, 2017 12:34 PM
To: Collins, Paulina <Paulina.Collins@maine.gov>
Subject: RE: Constituent Case - Electricity Maine

Hi, Paulina—We can certainly contact the consumer and see how we can assist. Do you want or need any additional follow-up from us? Just let me know. I am in and out a bit this week, but can keep you informed as we go. Just let me know what is best for you.
 Thanks,
 -S

From: Collins, Paulina
Sent: Wednesday, December 27, 2017 12:31 PM
To: Cottle, Susan <susan.cottle@maine.gov>
Subject: FW: Constituent Case - Electricity Maine

Susan – Could CAD look into this – thanks I'll let the aide know. Hope you had a great holiday!
 Paulina

From: Morris, Rebecca [<mailto:Rebecca.Morris@legislature.maine.gov>]
Sent: Wednesday, December 27, 2017 12:09 PM
To: Adams, Kathy <IMCEAEX-
 _O=MAIL_OU=EXCHANGE+20ADMINISTRATIVE+20GROUP+20+28FYDIBOHF23SPDLT+29_CN=RECIPIENTS_CN=Kathy+2E
 adams+2Emaine+2Egov@legislature.maine.gov>; Collins, Paulina <Paulina.Collins@maine.gov>
Cc: Eric Brakey <sen.eric.brakey@gmail.com>
Subject: RE: Constituent Case - Electricity Maine

Good Afternoon Kathy and Paulina,

I just spoke with [REDACTED] again today. Last year he was having issues with Electricity Maine, and I referred him to your office to look into those issues. [REDACTED] disconnected his service with the company and established services with another electricity company. However, in April/May of this year, [REDACTED] answered a phone call that he thought was a survey from an electricity company that he claims never identified themselves. [REDACTED] was told by Electricity Maine that through that phone call he agreed to a verbal contract for 24 months with their company. He called Electricity Maine about this because he did not recall establishing service with them and his rates went up. The company is again telling [REDACTED] that he is required to fulfill his 24 month contract with them. He is very unhappy with the situation and would like to talk to someone about this. [REDACTED] feels that the automated phone call that the

company used is wrong because they don't identify themselves and that he shouldn't be forced to stay in this contract. His contact information is below:

[REDACTED]
Poland, ME 04274
[REDACTED]

Thank you for any help you can provide.
- Becky

Becky Morris

Legislative Aide | Senate Republican Office
3 State House Station
Augusta, Maine 04333
Phone: 207-287-1505
Fax: 207-287-1527

From: Morris, Rebecca
Sent: Tuesday, January 5, 2016 12:52 PM
To: Adams, Kathy; Collins, Paulina
Subject: RE: Constituent Case - Electricity Maine

Thank you both for your help on this.
Becky

Becky Morris

Legislative Aide
Senate Republican Office
3 State House Station
Augusta, Maine 04333
Phone: 207-287-1505
Fax: 207-287-1527

From: Adams, Kathy [<mailto:Kathy.Adams@maine.gov>]
Sent: Tuesday, January 05, 2016 12:50 PM
To: Collins, Paulina; Morris, Rebecca
Subject: FW: Constituent Case - Electricity Maine

Hello, Paulina & Becky –

I spoke with [REDACTED] and opened a case to investigate his dealings with Electricity Maine. I let him know I will request documentation from EM for his account and gave him my contact information in case he has any questions in the meantime.

Kathryn Adams

Senior Consumer Assistance Specialist
Maine Public Utilities Commission
Mail: 18 State House Station, Augusta ME 04330-0018
Location: 101 Second St, Hallowell, ME
P: (207) 287-4974, x2003
F: (207) 287-6889

From: Cottle, Susan
Sent: Tuesday, January 05, 2016 10:14 AM
To: Collins, Paulina
Subject: RE: Constituent Case - Electricity Maine

We certainly can, Paulina. And, per our conversation, assuming the consumer wants us to investigate getting his notice, the final results may take a little while. But the CASD staff member will contact Becky after contacting the consumer to let her know we've connected and are assisting the consumer.

-S

From: Collins, Paulina
Sent: Tuesday, January 05, 2016 9:58 AM
To: Cottle, Susan
Subject: FW: Constituent Case - Electricity Maine

Susan –

Could someone from CAD handle this? Hope you had a good holiday!

Paulina

Paulina McCarter Collins, Esq.
Legislative Liaison
Maine Public Utilities Commission
101 Second Street, Hallowell, ME 04347
Mailing: 18 State House Station, Augusta, Maine 04333-0018
Tel.: (207) 287-1566 / Cell: (207) 441-2597 / Fax: (207) 287-1039

From: Morris, Rebecca [<mailto:Rebecca.Morris@legislature.maine.gov>]
Sent: Monday, December 28, 2015 3:23 PM
To: Collins, Paulina
Subject: Constituent Case - Electricity Maine

Hi Paulina,

I have a constituent from Poland who has questions regarding his "contract" with Electricity Maine. About a year ago, [REDACTED] signed up with Electricity Maine to use CMP. At the time, he was not aware or not told that he was signing what was essentially a two-year contract for service with Electricity Maine. [REDACTED] says their prices are too high, and he was looking elsewhere when he found out that he is locked in to one more year of service with them. He would have to pay a \$100 disconnect fee. [REDACTED] does not want to do this as it was not explained to him that he was locked into two years with the company. Is there anything that can be done to help this gentleman?

[REDACTED]
Poland, ME 04274
[REDACTED]

Becky Morris

Legislative Aide
Senate Republican Office
3 State House Station
Augusta, Maine 04333
Phone: 207-287-1505
Fax: 207-287-1527

Poetzsch, Kathy

From: Connors, Rebecca
Sent: Friday, December 29, 2017 8:50 AM
To: 'customerconcerns@electricityme.com'
Subject: MPUC Case #2017-C-2974 [REDACTED]

Good morning,

[REDACTED]
Poland, ME
[REDACTED]

[REDACTED] contacted the Senate Republican Office, who in turn contacted the MPUC regarding a two year contract, which [REDACTED] states he did not agree to.

Please provide the following information as soon as possible, but not later than January 16, 2018:

- Copy of the TPV call where [REDACTED] agreed to his two year contract.
- Was the welcome packet mailed or emailed to him? And to what address/email address.
- If the welcome packet was emailed, please provide me with the details (if the email was read, date sent, etc.)
- Any other information you feel would be helpful in this case.

If you have any questions, please do not hesitate to contact me. Thank you and have a wonderful day.

Rebecca Connors

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hotline: 1-800-452-4699
Phone: 207-287-4917
Fax: 207-287-6889
rebecca.connors@maine.gov

| Casenumbr | DocName | createdby | CreatedDate |
|-------------|---|-----------------|-------------|
| 2017-C-2974 | FW Constituent Case - Electricity Maine.msg | Rebecca.Connors | 12/27/2017 |
| 2017-C-2974 | 12-29 inquiry to EM.msg | Rebecca.Connors | 12/29/2017 |
| 2017-C-2974 | 1-4 TPV cail.msg | Rebecca.Connors | 1/5/2018 |
| 2017-C-2974 | MPUC Case #2017-C-2974 [REDACTED].msg | Rebecca.Connors | 1/10/2018 |
| 2017-C-2974 | [REDACTED] Decision Letter.doc | Rebecca.Connors | 1/10/2018 |
| 2017-C-2974 | EM Request for no solicitation.msg | Rebecca.Connors | 1/11/2018 |
| 2017-C-2974 | 1-23 Follow up from EM.msg | Rebecca.Connors | 1/24/2018 |

Note:-Deleted Documents are not included in the Export.



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2017-I-2979

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2017-I-2979 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 12/27/2017 8:08:44 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 12/29/2017 9:19:54 AM |
| Appealed: | | | |
| Abatement: | 0 | Violation: | No |
| Status: | Closed | Staff Assigned for Violation: | |
| IsBusiness: | No | Assigned Staff: | Emmons Pamela |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|--------------------------|--|---------------|
| 1. | 12/28/2017 1:17:39 PM | Demotion-Customer filed complaint erroneously as she does not want CASD to investigate. I spoke with [REDACTED] explaining the rules associated with CEPs and she understands both parties have obligations to fulfill i.e. notices by CEP and her needing to respond to the same (which she did not). | Pamela.Emmons |
| 2. | 12/28/2017 1:09:43 PM | I called [REDACTED] and we spoke about her complaint. We reviewed what EM obligation is i.e. to provide her two renewal notices and her obligation is to respond to the notices. I explained what CASD can do and if she wanted me to investigate. She stated she spoke with EM and was advised that the notices were sent to her email on file. During that conversation with EM, the EM rept sent her a test email to the address on file which she received. We spoke that even if they were sent to her spam address that the notices were considered delivered. (Based on [REDACTED] tone it sounds like this is what had happened.) During her conversation with EM she questioned her rate and asked why it was higher than the standard. The rept explained their billing and then offered to reduce the rate from .10 to .08.(Note that the rate of \$2 and \$4 are typos in her complaint because her rate was approx. .10 per kWh) [REDACTED] cancelled service and was advised she would be subject to a termination fee of \$100 because she service renewed in October, after she did not respond to the renewal notices. She asked if EM can charge termination fees and I stated that it could. We discussed how some electrical suppliers charge early termination fees. I asked if she understood why she was being charged and she stated she understood. She stated that she'll pay the fee because she feels she would make-up the fee in a short period of time i.e. SOP rates lower than what she would have been billed. I asked again if she would like me to investigate and she said no. She further went on to say that her complaint was submitted basically to vent. She thanked me for calling her. | Pamela.Emmons |
| 3. | 12/28/2017 9:05:34 AM | 12-27-2017 Web Submission-Assigned to PJE this date. I was never notified since 2013 that my contract was up for renewal yearly and that I had the option to discontinue their services. And today I discovered I am paying \$4 more kilowatt hour than my neighbor. When I called them about this they lower it \$2!!! They are intentionally over charging people unless they you call and complain!!! Plus if I want to leave the contract I have to pay \$100 since I am making this request not on my contract newel date. A total scam! I have been getting ripped off! | Pamela.Emmons |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2017-I-2979
 Complainant's Middle Name : May
 Complainant's Suffix :
 Complainant's Email Address : [REDACTED]
 Complainant's Telephone Number (Secondary) :

Complainant's First Name : [REDACTED]
 Complainant's Last Name : [REDACTED]
 Complainant's Telephone : [REDACTED]

Service Information

Service Name :
 Service Address : [REDACTED]
 Service City : Hollis Center
 Service Zip Code : 04042

Is your mailing address is different than service address : No
 Service Address (Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility Company? Yes

Utility/Industry Subtype : Competitive Electricity Providers (CEPs)
 Utility Account Number : [REDACTED]
 Date of Contact : 12/27/2017

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
 Important Decision : No
 Is Possible Violation : No

Disposition Type :
 Comments :

Other Information

Abatement Amount(\$):

I was never notified since 2013 that my contract was up for renewal yearly and that I had the option to discontinue

Customer complaint :

their services. And today I discovered I am paying \$4 more kilowatt hour than my neighbor. When I called them about this they lower it \$2!!! They are intentionally over charging people unless they you call and complain!!! Plus if I want to leave the contract I have to pay \$100 since I am making this request not on my contract newel date. A total scam! I have been getting ripped off!

What Customer wants MPUC to do?

Ideally, I would like to be excused from the \$100 fine they are going to charge me because I decided I had had enough! They need to clean up their decieving act and stop doing business here in Maine!



Date :01-02-2019

Maine Public Utilities Commission

Cad Case No.2018-C-3300

-----CAD case Metadata-----

| | | | |
|-------------------------------|-----------------------------------|--------------------------------------|-----------------------|
| Case Number: | 2018-C-3300 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 4/18/2018 10:32:17 AM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | UTILITY PROVIDED ADEQUATE SERVICE | Disposition Date: | 10/2/2018 4:35:43 PM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Somers Elizabeth |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|-----------------------|---|------------------|
| 1. | 10/2/2018 4:35:21 PM | Attach: Decision letter that was mailed to the customer and emailed to EM | Elizabeth.Somers |
| 2. | 10/2/2018 9:49:21 AM | Attach: email to [REDACTED], letting him know that I will be issuing a decision | Elizabeth.Somers |
| 3. | 10/2/2018 9:30:54 AM | Attach: Data received on 5-16 but not attached. | Elizabeth.Somers |
| 4. | 5/10/2018 3:47:39 PM | Attach: email to EM for Data | Elizabeth.Somers |
| 5. | 4/25/2018 8:47:11 AM | Attach: email from [REDACTED] confirming that he would like this investigated. | Elizabeth.Somers |
| 6. | 4/18/2018 10:34:10 AM | Attach: email to the customer regarding his complaint | Elizabeth.Somers |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-C-3300
Complainant's Middle Name :
Complainant's Suffix :
Complainant's Email Address :
Complainant's Telephone Number
(Secondary) :

Complainant's First Name :
Complainant's Last Name :
Complainant's Telephone : 

Service Information

Service Name :
Service Address : 
Service City : Lisbon Falls
Service Zip Code : 04252

Is your mailing address is different
than service address : No
Service Address(Continued) :
Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
Utility Company Name : ELECTRICITY MAINE, LLC
Have you contacted Utility Company? No

Utility/Industry Subtype : CEPs
Utility Account Number :
Date of Contact :

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
Disposition Type : UTILITY PROVIDED ADEQUATE SERVICE
Important Decision : No
Is Possible Violation : No
Comments :

Other Information

Abatement Amount(\$):  is
Customer complaint : concerned about an early
termination fee.

What Customer wants MPUC to do?

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Wednesday, April 18, 2018 10:30 AM
To: [REDACTED]
Subject: Electricity Maine

Good Morning [REDACTED]

I received your inquiry about Electricity Maine.

If you were in a contract with Electricity Maine, they would be allowed to charge the early termination fee of \$100.00 as outlined in the terms and conditions.

Electricity Maine, as a competitive electricity provider, has to notify customers when the terms of their contract change. For renewals, they are required to notify the customer twice either via mail or email and they may automatically renew the contract.

If you don't believe that you were notified, I can look into this for you.

Please let me know how you would like to proceed.

Thank you,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Contact Person: [REDACTED]
Street Address: [REDACTED]
Address Continued:
City: Lisbon Falls
State: ME
Zip Code: 04252
Phone: [REDACTED]
Email: [REDACTED]

Issue area of Concern
Electric

Utility with Issue
electricity Maine

Please share with us a brief description of the problem or concern you are having.
I left them and went to Ambit energy. Now electricity Maine is trying to charge me an early termination fee of 100.00 The are saying its because of leaving a contract early. I don't believe I had a contract. Anyway I heard that they cant do that So I Haven't paid it . I would appreciate some feed back on this . Thank you very Much [REDACTED]
[REDACTED]

Poetzsch, Kathy

From: [REDACTED]
Sent: Thursday, April 19, 2018 10:47 AM
To: Somers, Elizabeth
Subject: RE: Electricity Maine

Thank you

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----
From: "Somers, Elizabeth" <Elizabeth.Somers@maine.gov>
Date: 4/19/18 9:59 AM (GMT-05:00)
To: [REDACTED]
Subject: RE: Electricity Maine

Good Morning,

I will open an official complaint and request the information from Electricity Maine.

Beth Somers

From: [REDACTED]
Sent: Thursday, April 19, 2018 6:05 AM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: Electricity Maine

I never signed a contract. I was never told there was any fee for leaving at any time. As far as I knew I could get who I wanted for a supplier. No one ever said anything to me about an early termination fee.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Somers, Elizabeth" <Elizabeth.Somers@maine.gov>

Date: 4/18/18 10:29 AM (GMT-05:00)

To: [REDACTED]

Subject: Electricity Maine

Good Morning [REDACTED]

I received your inquiry about Electricity Maine.

If you were in a contract with Electricity Maine, they would be allowed to charge the early termination fee of \$100.00 as outlined in the terms and conditions.

Electricity Maine, as a competitive electricity provider, has to notify customers when the terms of their contract change. For renewals, they are required to notify the customer twice either via mail or email and they may automatically renew the contract.

If you don't believe that you were notified, I can look into this for you.

Please let me know how you would like to proceed.

Thank you,

Beth Somers

Senior Consumer Assistance Specialist

Consumer Assistance and Safety Division

Maine Public Utilities Commission

18 State House Station

Augusta, Maine 04333-0018

Phone: 1-800-452-4699

Contact Person: [REDACTED]

Street Address: [REDACTED]

Address Continued:

City: Lisbon Falls

State: ME

Zip Code: 04252

Phone: [REDACTED]

Email: [REDACTED]

Issue area of Concern

Electric

Utility with Issue

electricity Maine

Please share with us a brief description of the problem or concern you are having.

I left them and went to Ambit energy. Now electricity Maine is trying to charge me an early termination fee of 100.00 The are saying its because of leaving a contract early. I don't believe I had a contract. Anyway I heard that they cant do that So I Haven't paid it . I would appreciate some feed back on this . Thank you very Much
[REDACTED]

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Thursday, May 10, 2018 3:46 PM
To: 'snadeau@providerpower.com'
Subject: 2018-C-3300

Good Afternoon Sandra,

I was contacted by [REDACTED] [REDACTED] Lisbon Falls.

He indicated that he received an early termination fee notice from Electricity Maine and that he was told that he had a contract. He doesn't believe that he entered into a contract.

For this complaint can you please provide the following information as soon as possible but no later than May 24, 2018:

Date service initiated with EM.

A copy of the notices provided to the customer prior to renewing the account.

Thank you,

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: Sandra Nadeau <snadeau@providerpower.com>
Sent: Wednesday, May 16, 2018 12:10 PM
To: Somers, Elizabeth
Subject: FW: 05140117045018

Here is the email tracker information. Showing it was sent but not opened.

You are here: [Messages and Statistics](#)

Search:

| ID | Full Name | Email | Scheduled Send Time | Send Time | Read |
|------------|------------|------------|------------------------|-----------------------|------|
| [REDACTED] | [REDACTED] | [REDACTED] | 10/28/2016 12:49:16 PM | 10/28/2016 9:17:27 PM | |

You are here: [Messages and Statistics](#) [EIME Di](#)

Search:

| ID | Full Name | Email | Scheduled Send Time | Send Time | Read |
|------------|------------|------------|-----------------------|------------------------|------|
| [REDACTED] | [REDACTED] | [REDACTED] | 10/31/2016 7:53:51 AM | 10/31/2016 10:51:50 AM | |

Showing 1 to 1 of 1 entries



Sandra Nadeau | Director, Provider Operations
306 Rodman Road | Auburn, ME 04210
Tel: 207-440-5024 | Mobile: 207-576-3839 |
snadeau@providerpower.com | <https://www.providerpower.com>

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

Poetzsch, Kathy

From: Sandra Nadeau <snadeau@providerpower.com>
Sent: Wednesday, May 16, 2018 12:09 PM
To: Somers, Elizabeth
Subject: Most recent renewal-sent to email.

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Elizabeth,

They were sent to his email at: [REDACTED] I will also send you another email showing that the email was sent but it was not opened. Thank you

Subject: Contract Renewal Notice - Electricity Maine



10/28/2016

[REDACTED]
Account Number: [REDACTED]

We want to thank you for your business and let you know that your auto renew contract with Electricity Maine is expiring in December, 2016. We are happy to renew you at a fixed rate of \$0.11394 (11.39¢)/kWh for a period of 24 months, ending on your meter read date in December, 2018. There is no action required on your part.

CONTACTING US

Our terms of service are included at the bottom of this email. Your contract will automatically renew unless we hear from you. If you would like to discuss your account options, please call us at 866-573-2674. If we do not hear from you within 10 days of the date on this renewal notice, your contract will automatically renew.

Thank you for trusting in us and selecting Electricity Maine as your electricity supplier.

Regards,
Your Electricity Maine Team

Maine's Most Trusted Electricity Supplier

CONTRACT RENEWAL

Contract Disclosure Statement

You have the choice to adopt this new plan or to reject it. You can reject the new plan by contacting Electricity Maine at 1-866-573-2674, customerservice@electricityme.com, or PO Box 1150, Auburn, ME 04211-1150. If you do not reject it, the new plan will automatically start on the date shown above.

| | |
|-------------------------|--|
| Type of Plan | Fixed |
| Price per kWh | \$0.11394 (11.39¢)/kWh |
| Length of Plan | 24 Months |
| Late Payment Fee | When the Utility issues you a consolidated bill that includes charges for electric generation paid in full by the due date are subject to the Utility's late payment policies and procedure interest. |
| Deposit Requirement | N/A |
| Early Termination Fee | \$100.00 |
| Other Features | N/A |
| Right of Rescission | Beginning on 10/28/2016, you will have 10 days to opt out of your contract renewal. You can do this by calling Electricity Maine, LLC, PO Box 1150, Auburn, ME 04211-1150. |
| Toll-Free Number | You can contact Electricity Maine with questions or complaints by phone, toll-free by calling 1-866-573-2674 during the term of your contract. You can also contact Electricity Maine by email at customerservice@electricityme.com . |
| PUC Consumer Assistance | You may also contact the State of Maine Public Utilities Commission (PUC) with complaints or questions at 1-800-452-3333. |
| Cancellation of Service | You have the right to cancel your service with Electricity Maine at any time, subject to any early termination fee that may apply. Electricity Maine is required to notify your electric utility of the cancellation within 2 business days of your request. Electricity Maine is not required to provide service if you are not a customer of another supplier, you will receive Standard Offer service, which is a supply service available to all electricity customers in Maine. For more information about switching your supplier may be found at www.maine.gov/mpuc/electricity/cep . |

Residential and Small Commercial Customers

Electricity Maine, LLC
 Terms of Service
 (Version No. 18)
 Updated: 10/24/2016

- 1. Purchase of Electric Generation Service.** Electricity Maine agrees to sell and you agree to buy your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement and the Contract Disclosure Statement (together, the "Supply Contract") throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that Electricity Maine provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.
- 2. Price Structures.** *For greater clarity, all rates shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed at the fixed rate in cents per kilowatt hour set forth in the price structures set forth on your Contract Disclosure Statement for your actual consumption of electricity. The Price Structure does not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges and any other applicable charges imposed by your local utility or allowed by this Supply Contract. Choosing Electricity Maine as

your electricity supplier does not guarantee savings when compared to other Competitive Electricity Providers or the current Standard Offer.

3. **Duration and Kind of Contract; Automatic Renewal.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Contract Disclosure Statement. The email address that you provided us at the time of enrollment will be the primary method of contacting you for notices, renewals and disclosure information about your account. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with Electricity Maine. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter-reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted.

Termination Provisions set forth in this Supply Contract in Section 4. Between thirty (30) and sixty (60) calendar days prior to the end of the term of service of your Supply Contract, Electricity Maine will send two (2) written renewal notices (the "Renewal Notice") to your email of record. Each Renewal Notice will notify you of the existence and operation of this automatic renewal provision and either (i) a Contract Renewal Notice that sets forth the terms of the Supply Contract effective upon the automatic renewal, including any changes in the terms, the fixed rate electricity price that will apply to the renewal period, and the renewal term length, which shall not exceed 18 months or the length of the currently existing contract term, whichever is longer or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue until such time as a Contract Renewal Notice issues, during which Holdover Term you may cancel the Supply Contract without payment of any "Cost Recovery Fee." You will have ten (10) days after you receive the Contract Renewal Notice to decline the automatic renewal and terminate the Supply Contract effective at the end of the then-current term. If you do not notify Electricity Maine within ten (10) days after you receive the Contract Renewal Notice that you decline the automatic renewal, then the Supply Contract shall renew upon the terms set forth in the Renewal Notice and the automatic renewal period shall continue through the term stated therein.

4. **Termination Provisions.** Electricity Maine may terminate this Supply Contract in the event of your default as set forth in Section 5. Electricity Maine may terminate this Supply Contract in its sole discretion for any other reason upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract or Holdover Term described in Section 3. You may terminate this Supply Contract by written notice to Electricity Maine delivered no later than ten (10) days after you receive the Contract Renewal Notice, with such termination to be effective at the end of the current Supply Contract. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a "Cost Recovery Fee" outlined in Section 9, which fee will not apply if you terminate during the Holdover Term. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination.
5. **Payment of Bills.** The cost of your electric generation service will be included on your bill from the Utility, and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply Contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. Electricity Maine reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. **IN THE EVENT YOU DEFAULT IN YOUR PAYMENT OR OTHER OBLIGATIONS UNDER THIS SUPPLY CONTRACT, ELECTRICITY MAINE HAS THE RIGHT TO CANCEL THIS SUPPLY CONTRACT, AT WHICH TIME YOU WILL AUTOMATICALLY BE TRANSFERRED TO THE UTILITY'S STANDARD OFFER RATE PLAN.** You will remain responsible for balances owed to Electricity Maine for generation service and Electricity Maine's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs. If at any time you enter into a payment plan with the Utility while you have an outstanding balance owed to Electricity Maine, you must notify Electricity Maine within fifteen (15) days of entering into such a plan. Outstanding balances owed to Electricity Maine may not be accounted for by the Utility payment plan, may appear as a separate balance on your bill, and

will remain your responsibility. You agree to allow the utility to share your payment information for the purpose of consolidated billing.

- 6. **Credit Reporting.** When you first apply for service and during the term of the Supply Contract with Electricity Maine, Electricity Maine may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, Electricity Maine reserves the right to report your payment history to a credit reporting agency.

- 7. **Customer Deposits.** Electricity Maine does not require a customer deposit to enroll.

- 8. **Warranty Disclaimer; Damages; Force Majeure.**

ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY ELECTRICITY MAINE ON AN "AS IS" BASIS. ELECTRICITY MAINE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ELECTRICITY MAINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY.

You agree that Electricity Maine shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Electricity Maine shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. Electricity Maine's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall Electricity Maine be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. Electricity Maine will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Electricity Maine's control (Force Majeure events) may result in interruptions in service and Electricity Maine shall not be liable for any such interruptions. Electricity Maine does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that Electricity Maine shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond Electricity Maine's control.

- 9. **Charges, Fees and Penalties.** You will be charged for electric generation service supplied at the contract rate. Except as provided in this Supply Contract, no additional fees will be assessed to you by Electricity Maine unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for Electricity Maine to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee" of \$100.00. Electricity Maine reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation service, late payment or interest charges owed to your Utility as per Section 4 of this agreement. In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the Maine PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the Maine PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in Electricity Maine incurring additional costs and expenses in providing your electricity service, these additional

costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge. We may charge you up to \$25 for any returned check.

10. **10. Estimated Bills.** In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Electricity Maine reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.
11. **Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products.** Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index.
Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.
Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results.
12. **Right to Rescind.** YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN FIVE (5) CALENDAR DAYS FROM RECEIPT OF THIS SUPPLY CONTRACT, OR WITHIN EIGHT (8) CALENDAR DAYS IF THIS SUPPLY CONTRACT IS MAILED TO YOU. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING THREE MEANS:
1. By telephone at: 1-866-573-2674;
 2. By mailing us a written notice to rescind at:

Electricity Maine, LLC
PO Box 1150
Auburn, Maine 04211 -1150; or
 3. By email through customerservice@electricityme.com.
13. **Questions and Complaints.** If you have a question or complaint about your electricity supply, you can contact Electricity Maine by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us through our website at www.electricityme.com.

14. **Standard Offer Generation Service.** All retail electricity customers in Maine are entitled to purchase their electricity supply from a competitive supplier or through standard offer service. Standard offer service is provided automatically to customers who do not sign a contract with a supplier for their electricity supply.
15. **Changes in Terms of Service.** In the event of any change in these Terms of Service during the term of this Supply Contract, Electricity Maine will notify you in writing by your email address on record between 30 and 60 calendar days in advance of such change. Except in connection with a renewal pursuant to Section 3, you must affirmatively consent to the effectiveness of the modified Terms of Service before such changes will become effective.
16. **Assignment.** This Supply Contract may be assigned or transferred by Electricity Maine to another competitive electricity provider without your consent if there is no change in the terms of the Supply Contract upon assignment. Notice of such assignment shall be provided to your e-mail address on record within 30 days after the assignment. You may not assign this Supply Contract, in whole or part, or any of your rights or obligations hereunder, without prior written consent from Electricity Maine. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than Electricity Maine and you.
17. **17. Do-Not-Call List.** The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.
18. **Consumer Protection Rights.** You may contact the Maine Public Utilities Commission to obtain information on consumer protection rights by calling the Commission's Consumer Assistance Division Hotline at 1-800-452-4699, Monday through Friday, 8:30 a.m. to 4:30 p.m. or by writing to the Commission at:

Maine Public Utilities Commission
Consumer Assistance Division
18 State House Station
Augusta, ME 04333-0018

19. **Net Metering.** If your account is subject to Net Metering under Chapter 313 (CNEBA) of the Rules of the Maine Public Utilities Commission, it requires an additional contract to be signed with Electricity Maine to cover specific payment arrangements for excess payment of power purchased over historical account usages at the time of enrollment. In addition to these terms, and ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be signed prior to enrollment of this account. Failure to sign this agreement may result in immediate return to Standard Offer of your account. Please call Electricity Maine at 1-866-573-2674 to set up this arrangement.
20. **Meter Usage Information.** Electricity Maine has authority to act as your agent to obtain Advanced Metering Information (AMI) and Historical Usage information for your account as part of this supplier agreement.

21. **Mandatory Arbitration.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver".
22. **Class Action Waiver.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**
23. You acknowledge and agree that this Supply Contract and the transaction(s) under this Supply Contract constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of this application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or this Agreement

Subject: Contract Renewal Notice - Electricity Maine



10/31/2016

Account Number: [REDACTED]

We want to thank you for your business and let you know that your auto renew contract with Electricity Maine is expiring in December, 2016. We are happy to renew you at a fixed rate of \$0.11394 (11.39¢)/kWh for a period of 24 months, ending on your meter read date in December, 2018. There is no action required on your part.

CONTACTING US

Our terms of service are included at the bottom of this email. Your contract will automatically renew unless we hear from you. If you would like to discuss your account options, please call us at 866-573-2674. If we do not hear from you within 10 days of the date on this renewal notice, your contract will automatically renew.

Thank you for trusting in us and selecting Electricity Maine as your electricity supplier.

Regards,
Your Electricity Maine Team

Maine's Most Trusted Electricity Supplier

CONTRACT RENEWAL

Contract Disclosure Statement

You have the choice to adopt this new plan or to reject it. You can reject the new plan by contacting Electricity Maine at 1-866-573-2674, customerservice@electricityme.com, or PO Box 1150, Auburn, ME 04211-1150. If you do not reject it, the new plan will automatically start on the date shown above.

| | |
|-------------------------|---|
| Type of Plan | Fixed |
| Price per kWh | \$0.11394 (11.39¢)/kWh |
| Length of Plan | 24 Months |
| Late Payment Fee | When the Utility issues you a consolidated bill that includes charges for electric generation paid in full by the due date are subject to the Utility's late payment policies and procedure interest. |
| Deposit Requirement | N/A |
| Early Termination Fee | \$100.00 |
| Other Features | N/A |
| Right of Rescission | Beginning on 10/31/2016, you will have 10 days to opt out of your contract renewal. You can do this by calling Electricity Maine in writing to Electricity Maine, LLC, PO Box 1150, Auburn, ME 04211-1150. |
| Toll-Free Number | You can contact Electricity Maine with questions or complaints by phone, toll-free by calling 1-866-573-2674 during t can also contact Electricity Maine by email at customerservice@electricityme.com . |
| PUC Consumer Assistance | You may also contact the State of Maine Public Utilities Commission (PUC) with complaints or questions at 1-800-452 |
| Cancellation of Service | You have the right to cancel your service with Electricity Maine at any time, subject to any early termination fee that w Maine is required to notify your electric utility of the cancellation within 2 business days of your request. Electricity M another supplier, you will receive Standard Offer service, which is a supply service available to all electricity customer other information about switching your supplier may be found at www.maine.gov/mpuc/electricity/cep . |

Residential and Small Commercial Customers

Electricity Maine, LLC
Terms of Service
(Version No. 18)
Updated: 10/24/2016

- Purchase of Electric Generation Service.** Electricity Maine agrees to sell and you agree to buy your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement and the Contract Disclosure Statement (together, the "Supply Contract") throughout the term of this Supply

Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that Electricity Maine provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.

3. **Price Structures.** *For greater clarity, all rates shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed at the fixed rate in cents per kilowatt hour set forth in the price structures set forth on your Contract Disclosure Statement for your actual consumption of electricity. The Price Structure does not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges and any other applicable charges imposed by your local utility or allowed by this Supply Contract. Choosing Electricity Maine as your electricity supplier does not guarantee savings when compared to other Competitive Electricity Providers or the current Standard Offer.

4. **Duration and Kind of Contract; Automatic Renewal.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Contract Disclosure Statement. The email address that you provided us at the time of enrollment will be the primary method of contacting you for notices, renewals and disclosure information about your account. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with Electricity Maine. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter-reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted.

Termination Provisions set forth in this Supply Contract in Section 4. Between thirty (30) and sixty (60) calendar days prior to the end of the term of service of your Supply Contract, Electricity Maine will send two (2) written renewal notices (the "Renewal Notice") to your email of record. Each Renewal Notice will notify you of the existence and operation of this automatic renewal provision and either (i) a Contract Renewal Notice that sets forth the terms of the Supply Contract effective upon the automatic renewal, including any changes in the terms, the fixed rate electricity price that will apply to the renewal period, and the renewal term length, which shall not exceed 18 months or the length of the currently existing contract term, whichever is longer or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue until such time as a Contract Renewal Notice issues, during which Holdover Term you may cancel the Supply Contract without payment of any "Cost Recovery Fee." You will have ten (10) days after you receive the Contract Renewal Notice to decline the automatic renewal and terminate the Supply Contract effective at the end of the then-current term. If you do not notify Electricity Maine within ten (10) days after you receive the Contract Renewal Notice that you decline the automatic renewal, then the Supply Contract shall renew upon the terms set forth in the Renewal Notice and the automatic renewal period shall continue through the term stated therein.

5. **Termination Provisions.** Electricity Maine may terminate this Supply Contract in the event of your default as set forth in Section 5. Electricity Maine may terminate this Supply Contract in its sole discretion for any other reason upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract or Holdover Term described in Section 3. You may terminate this Supply Contract by written notice to Electricity Maine delivered no later than ten (10) days after you receive the Contract Renewal Notice, with such termination to be effective at the end of the current Supply Contract. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a "Cost Recovery Fee" outlined in Section 9, which fee will not apply if you terminate during the Holdover Term. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination.

6. **Payment of Bills.** The cost of your electric generation service will be included on your bill from the Utility, and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply Contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. Electricity Maine reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for

electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. IN THE EVENT YOU DEFAULT IN YOUR PAYMENT OR OTHER OBLIGATIONS UNDER THIS SUPPLY CONTRACT, ELECTRICITY MAINE HAS THE RIGHT TO CANCEL THIS SUPPLY CONTRACT, AT WHICH TIME YOU WILL AUTOMATICALLY BE TRANSFERRED TO THE UTILITY'S STANDARD OFFER RATE PLAN. You will remain responsible for balances owed to Electricity Maine for generation service and Electricity Maine's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs. If at any time you enter into a payment plan with the Utility while you have an outstanding balance owed to Electricity Maine, you must notify Electricity Maine within fifteen (15) days of entering into such a plan. Outstanding balances owed to Electricity Maine may not be accounted for by the Utility payment plan, may appear as a separate balance on your bill, and will remain your responsibility. You agree to allow the utility to share your payment information for the purpose of consolidated billing.

7. **Credit Reporting.** When you first apply for service and during the term of the Supply Contract with Electricity Maine, Electricity Maine may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, Electricity Maine reserves the right to report your payment history to a credit reporting agency.

8. **Customer Deposits.** Electricity Maine does not require a customer deposit to enroll.

9. **Warranty Disclaimer; Damages; Force Majeure.**

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You agree that Electricity Maine shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Electricity Maine shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. Electricity Maine's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall Electricity Maine be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. Electricity Maine will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Electricity Maine's control (Force Majeure events) may result in interruptions in service and Electricity Maine shall not be liable for any such interruptions. Electricity Maine does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that Electricity Maine shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond Electricity Maine's control.

10. **Charges, Fees and Penalties.** You will be charged for electric generation service supplied at the contract rate. Except as provided in this Supply Contract, no additional fees will be assessed to you by Electricity Maine unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for Electricity Maine to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term

of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee" of \$100.00. Electricity Maine reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation service, late payment or interest charges owed to your Utility as per Section 4 of this agreement. In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the Maine PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the Maine PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in Electricity Maine incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge. We may charge you up to \$25 for any returned check.

11. **10. Estimated Bills.** In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Electricity Maine reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.
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Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.
Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results.

13. **Right to Rescind.** YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN FIVE (5) CALENDAR DAYS FROM RECEIPT OF THIS SUPPLY CONTRACT, OR WITHIN EIGHT (8) CALENDAR DAYS IF THIS SUPPLY CONTRACT IS MAILED TO YOU. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING THREE MEANS:

2. By telephone at: 1-866-573-2674;
3. By mailing us a written notice to rescind at:

Electricity Maine, LLC
PO Box 1150
Auburn, Maine 04211 -1150; or

4. By email through customerservice@electricityme.com.

14. **Questions and Complaints.** If you have a question or complaint about your electricity supply, you can contact Electricity Maine by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us through our website at www.electricityme.com.
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17. **Assignment.** This Supply Contract may be assigned or transferred by Electricity Maine to another competitive electricity provider without your consent if there is no change in the terms of the Supply Contract upon assignment. Notice of such assignment shall be provided to your e-mail address on record within 30 days after the assignment. You may not assign this Supply Contract, in whole or part, or any of your rights or obligations hereunder, without prior written consent from Electricity Maine. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than Electricity Maine and you.
18. **17. Do-Not-Call List.** The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.
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18 State House Station
Augusta, ME 04333-0018
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21. **Meter Usage Information.** Electricity Maine has authority to act as your agent to obtain Advanced Metering Information (AMI) and Historical Usage information for your account as part of this supplier agreement.
24. **Mandatory Arbitration.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise (“Claim”), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (“AAA”), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed (“AAA Rules”). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator’s decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in Federal District Court for the District, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled “Class Action Waiver”.
25. **Class Action Waiver.** Any Claim must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding (“Class Action”). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION..**
26. You acknowledge and agree that this Supply Contract and the transaction(s) under this Supply Contract constitute a “forward contract” within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of this application of principles afforded “forward contracts” the provisions of Section 366 shall not apply to you or this Agreement



Sandra Nadeau | Director, Provider Operations
 306 Rodman Road | Auburn, ME 04210
 Tel: 207-440-5024 | Mobile: 207-576-3839 |
snadeau@providerpower.com | <https://www.providerpower.com>

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Poetzsch, Kathy

From: Sandra Nadeau <snadeau@providerpower.com>
Sent: Wednesday, May 16, 2018 10:45 AM
To: Somers, Elizabeth
Subject: RE: 2018-C-3300

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Elizabeth,
 This customer started with us on 3/7/13. As far as the notices that were sent to this customer's last renewal, his last renewal was sent on 10/31/16. You want was before then? Sorry for the confusion.
 Thank you
 Sandra



Sandra Nadeau | Director, Provider Operations
 306 Rodman Road | Auburn, ME 04210
 Tel: 207-440-5024 | Mobile: 207-576-3839 |
 snadeau@providerpower.com | <https://www.providerpower.com>

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From: Somers, Elizabeth [mailto:Elizabeth.Somers@maine.gov]
Sent: Thursday, May 10, 2018 3:46 PM
To: Sandra Nadeau
Subject: 2018-C-3300

Good Afternoon Sandra,

I was contacted by [REDACTED] Lisbon Falls.

He indicated that he received an early termination fee notice from Electricity Maine and that he was told that he had a contract. He doesn't believe that he entered into a contract.

For this complaint can you please provide the following information as soon as possible but no later than May 24, 2018:

Date service initiated with EM.

A copy of the notices provided to the customer prior to renewing the account.

Thank you,

Beth Somers
 Senior Consumer Assistance Specialist

Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Tuesday, October 02, 2018 9:39 AM
To: [REDACTED]
Subject: FW: Electricity Maine

Good Morning [REDACTED]

Several months ago you requested that we investigate whether Electricity Maine would be allowed to charge an early termination fee of \$100.

I apologize for the time that has elapsed without an answer.

I received all of the materials from Electricity Maine that confirms they complied with the Commission rule regarding renewals. I will be issuing a decision that because they were in compliance, they are allowed per their terms and conditions, to charge the early termination fee.

If you have questions please feel free to email or call. I will be mailing a copy of the decision to you. You have the right to appeal if you disagree and the information on the appeal process will be in the letter.

Regards,

Beth Somers

From: Somers, Elizabeth
Sent: Wednesday, April 18, 2018 10:30 AM
To: [REDACTED]
Subject: Electricity Maine

Good Morning [REDACTED]

I received your inquiry about Electricity Maine.

If you were in a contract with Electricity Maine, they would be allowed to charge the early termination fee of \$100.00 as outlined in the terms and conditions.

Electricity Maine, as a competitive electricity provider, has to notify customers when the terms of their contract change. For renewals, they are required to notify the customer twice either via mail or email and they may automatically renew the contract.

If you don't believe that you were notified, I can look into this for you.

Please let me know how you would like to proceed.

Thank you,

Beth Somers
 Senior Consumer Assistance Specialist
 Consumer Assistance and Safety Division
 Maine Public Utilities Commission
 18 State House Station
 Augusta, Maine 04333-0018
 Phone: 1-800-452-4699

Contact Person: [REDACTED]
Street Address: [REDACTED]
Address Continued:
City: Lisbon Falls
State: ME
Zip Code: 04252
Phone: [REDACTED]
Email: [REDACTED]

Issue area of Concern
Electric

Utility with Issue
electricity Maine

Please share with us a brief description of the problem or concern you are having.
I left them and went to Ambit energy. Now electricity Maine is trying to charge me an early termination fee of 100.00 The are saying its because of leaving a contract early. I don't believe I had a contract. Anyway I heard that they cant do that So I Haven't paid it . I would appreciate some feed back on this . Thank you very Much [REDACTED]
[REDACTED]

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Tuesday, October 02, 2018 4:34 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: Case 2018-C-3300
Attachments: 2018-C-3300.doc

Good Afternoon,

This case is closed.

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699



STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Mark A. Vannoy
CHAIRMAN

Harry Lanphear
ADMINISTRATIVE DIRECTOR

R. Bruce Williamson
Randall D. Davis
COMMISSIONERS

October 3, 2018

[REDACTED]
Lisbon Falls, ME 04252

RE: CASD CASE 2018-C-3300–Electricity Maine, dba Provider Power/Spark Energy
Account # [REDACTED]

Dear [REDACTED]:

On April 18, 2018, you contacted the Consumer Assistance Division (CASD), regarding a dispute with Electricity Maine. You asked the CASD for assistance.

In your complaint, you stated that you had chosen a new electricity supplier and that Electricity Maine was seeking to collect an early termination fee of \$100.00. You stated that you did not believe that you had a contract and you asked me to investigate.

In response to my request for information, Electricity Maine provided information that shows the account was originally enrolled with Electricity Maine on March 7, 2013. Electricity Maine also provided copies of the two notices emailed to your email address of [REDACTED]. The notices were emailed to you on October 28 & 31, 2016, informing you that your account would be automatically enrolled in a contract for ¢ 0.11394 kWh for 24 months if you did not contact them to direct them to do otherwise. The notice specified that this change in contract rate would be effective after your meter was read in December 2016.

Commission rules require that a competitive supplier provide two written notices to its customers between 30 and 60 calendar days prior to the end of the term of service. The notice must inform the customer of either an existing automatic renewal provision in the customer's present contract or the need for the customer to affirmatively renew to retain services from the provider.

Based on these rules, it is my decision that Electricity Maine provided the appropriate notices to you within the required time frame and therefore can charge you an early termination fee of \$100.00 as outlined in its terms and conditions.

The applicant, customer or the utility may appeal this decision to the Commission by filing a notice of appeal with the Administrative Director of the Commission within 10 calendar days after the date of this decision. Late filings may be denied. Notices of appeal should be submitted by email to maine.puc@maine.gov or in writing to the Administrative Director, Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018. The notice of appeal must state the specific reasons why the CASD decision should be overturned. The Commission shall review the decision to determine if the CASD decision is correct. It can uphold the decision, reverse it, or send it back to CASD for further action. The customer and the utility will be notified when the Commission reaches its decision. A utility may not disconnect a customer's service during the 10-day appeal period or until an appeal that is properly filed is decided. A non-residential customer filing an

appeal involving a disputed payment arrangement must pay any new charges that accrue while the appeal is pending. For more information about the MPUC's appeal process and the rules that govern it, please see Chapter 815 section 13(l), which you can find via this link: <http://www.maine.gov/mpuc/legislative/rules/part8-multi.shtml> .

I attempted to contact Ms. Dowling to advise her of my decision but my message was not returned. If you need to speak with me about this case, I am available by telephone at 800-452-4699. If you reach my voicemail, please leave your name, telephone number, the CASD Case Number shown above, and the reason for your call. If you prefer, you can reach me either by mail at: Maine Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018, or by e-mail at Elizabeth.Somers@maine.gov .

Sincerely,



Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance Division

cc: Electricity Maine – via email

| Casenumbr | DocName | createdby | CreatedDate |
|-------------|--|------------------|-------------|
| 2018-C-3300 | Electricity Maine -3300.msg | Elizabeth.Somers | 4/18/2018 |
| 2018-C-3300 | RE Electricity Maine.msg | Elizabeth.Somers | 4/25/2018 |
| 2018-C-3300 | 2018-C-3300.msg | Elizabeth.Somers | 5/10/2018 |
| 2018-C-3300 | Most recent renewal-sent to email..msg | Elizabeth.Somers | 10/2/2018 |
| 2018-C-3300 | RE 2018-C-3300.msg | Elizabeth.Somers | 10/2/2018 |
| 2018-C-3300 | FW 05140117045018.msg | Elizabeth.Somers | 10/2/2018 |
| 2018-C-3300 | FW Electricity Maine.msg | Elizabeth.Somers | 10/2/2018 |
| 2018-C-3300 | Case 2018-C-3300.msg | Elizabeth.Somers | 10/2/2018 |

Note:-Deleted Documents are not included in the Export.



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-3918

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2018-I-3918 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 5/16/2018 4:10:19 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 5/30/2018 3:38:45 PM |
| Appealed: | | Violation: | No |
| Abatement: | 100 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Somers Elizabeth |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|--------------------------|--|------------------|
| 1. | 5/30/2018 3:38:23 PM | Attach: email to Sandra to let her know that [REDACTED] concerns are waived. | Elizabeth.Somers |
| 2. | 5/30/2018 3:33:04 PM | I spoke with [REDACTED] and let him know that EM had agreed to waive the etf. He was very pleased. | Elizabeth.Somers |
| 3. | 5/25/2018 8:33:15 AM | Attach: response from EM - Sandra waived the fee. | Elizabeth.Somers |
| 4. | 5/23/2018 12:04:19 PM | attach: email to EM | Elizabeth.Somers |
| 5. | 5/23/2018 11:51:15 AM | Cancelled his service 6-8 months ago when he read in the paper that Electricity Maine was overcharging customers. Would like to have the \$100 ETF waived if possible. | Elizabeth.Somers |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-I-3918
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address : [REDACTED]
 Complainant's Telephone Number (Secondary) : [REDACTED]

Complainant's First Name : [REDACTED]
 Complainant's Last Name : [REDACTED]
 Complainant's Telephone : [REDACTED]

Service Information

Service Name :
 Service Address : [REDACTED]
 Service City : Cherryfield
 Service Zip Code : 04622

Is your mailing address is different than service address : Yes
 Service Address (Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility Company? Yes

Utility/Industry Subtype : Competitive Electricity Providers (CEPs)
 Utility Account Number : [REDACTED]
 Date of Contact : 01/15/2018

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
 Important Decision : No
 Is Possible Violation : No

Disposition Type :
 Comments :

Other Information

Abatement Amount(\$): 100.00

I read in the newspaper that Electricity Maine signed us up with a competitive

Customer complaint :

price, then raised the price considerably and never informed us. I think that they call this bait and switch. We changed back to Bangor Hydro after some years? ? when it was revealed that we were like many were being taken advantage of. I never heard that Electricity Maine ever was sanctioned for deceptive practices but after we switched, they have been dunning us for an early termination fee which I don't think we should be liable for?? Can you clarify our situation, Please?

What Customer wants MPUC to do?

Can you clarify and explain our dilemma? Please!

| Casenumbr | DocName | createdby | CreatedDate |
|-------------|---------------------------|------------------|-------------|
| 2018-I-3918 | 2018-I-3918.msg | Elizabeth.Somers | 5/23/2018 |
| 2018-I-3918 | RE 2018-I-3918.msg | Elizabeth.Somers | 5/25/2018 |
| 2018-I-3918 | RE 2018-I-3918 resolv.msg | Elizabeth.Somers | 5/30/2018 |

Note:-Deleted Documents are not included in the Export.

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Wednesday, May 23, 2018 12:02 PM
To: 'Sandra Nadeau'
Subject: 2018-I-3918

Good Morning Sandra,

I received a complaint from [REDACTED], Account number [REDACTED]. He said that a few months ago he cancelled his Electricity Maine supply. He doesn't recall ever receiving any notification of a renewal and has been receiving notices from EM for an ETF.

Can you please provide the most recent notices that would have been either mailed or emailed to the customer notifying him of a renewal?

He also wondered if EM would be willing to waive the ETF if he was under contract. I advised him that I would ask.

Thank you

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: Sandra Nadeau <snadeau@providerpower.com>
Sent: Thursday, May 24, 2018 3:52 PM
To: Somers, Elizabeth
Subject: RE: 2018-I-3918

Hi Elizabeth,
I will send the renewals to you but I wanted to let you know that I did go ahead and waive the ETF.
Thank you
Sandra



Sandra Nadeau | Director, Provider Operations
306 Rodman Road | Auburn, ME 04210
Tel: 207-440-5024 | Mobile: 207-576-3839 |
snadeau@providerpower.com | <https://www.providerpower.com>

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From: Somers, Elizabeth [mailto:Elizabeth.Somers@maine.gov]
Sent: Wednesday, May 23, 2018 12:02 PM
To: Sandra Nadeau
Subject: 2018-I-3918

Good Morning Sandra,

I received a complaint from [REDACTED] Account number [REDACTED]. He said that a few months ago he cancelled his Electricity Maine supply. He doesn't recall ever receiving any notification of a renewal and has been receiving notices from EM for an ETF.

Can you please provide the most recent notices that would have been either mailed or emailed to the customer notifying him of a renewal?

He also wondered if EM would be willing to waive the ETF if he was under contract. I advised him that I would ask.

Thank you

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Wednesday, May 30, 2018 3:36 PM
To: 'Sandra Nadeau'
Subject: RE: 2018-I-3918

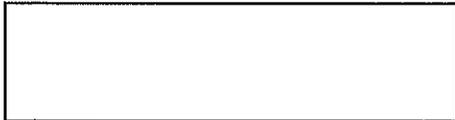
Good Afternoon Sandra,

No need to pull the renewals. Your waiving the ETF resolved his concerns.

Beth Somers

From: Sandra Nadeau [mailto:snadeau@providerpower.com]
Sent: Thursday, May 24, 2018 3:52 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: 2018-I-3918

Hi Elizabeth,
I will send the renewals to you but I wanted to let you know that I did go ahead and waive the ETF.
Thank you
Sandra



Sandra Nadeau | Director, Provider Operations
306 Rodman Road | Auburn, ME 04210
Tel: 207-440-5024 | Mobile: 207-576-3839 |
snadeau@providerpower.com | <https://www.providerpower.com>

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From: Somers, Elizabeth [mailto:Elizabeth.Somers@maine.gov]
Sent: Wednesday, May 23, 2018 12:02 PM
To: Sandra Nadeau
Subject: 2018-I-3918

Good Morning Sandra,

I received a complaint from [REDACTED]. He said that a few months ago he cancelled his Electricity Maine supply. He doesn't recall ever receiving any notification of a renewal and has been receiving notices from EM for an ETF.

Can you please provide the most recent notices that would have been either mailed or emailed to the customer notifying him of a renewal?

He also wondered if EM would be willing to waive the ETF if he was under contract. I advised him that I would ask.

Thank you

Beth Somers
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, Maine 04333-0018
Phone: 1-800-452-4699



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-4594

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2018-I-4594 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 6/26/2018 3:40:58 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 6/26/2018 3:48:12 PM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Berube Lisa |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|-------------------------|--|-------------|
| 1. | 6/26/2018 3:44:09 PM | ON RECORD - Spoke with [REDACTED] today in regards to signing up for Electricity Maine. He stated he contacted them and was able to cancel without penalty. He stated he wanted to put it in record here incase he gets another bill with them. | Lisa.Berube |
| 2. | 6/26/2018 3:41:23 PM | CEP - John (EM) came to my home on June 3, 2018. I can't remember word for word what was said, but he said that he could lock me in on a better rate and I signed up for it. I recently began watching the news and saw them on their as a scam. I contacted them and canceled with them. Hannah was very polite and canceled my service without paying the 100 termination fee. She said I would only have to pay the charges on the bill. Which I am okay with considering I am avoiding the \$100 disconnect fee. | Lisa.Berube |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-I-4594
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :

Complainant's First Name : [REDACTED]
 Complainant's Last Name : [REDACTED]
 Complainant's Telephone : [REDACTED]

Service Information

Service Name :
 Service Address : [REDACTED]
 Service City : Waterville
 Service Zip Code : 04901

Is your mailing address is
 different than service address : No
 Service Address
 (Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility
 Company? Yes

Utility/Industry Subtype : Competitive
 Electricity
 Providers
 (CEPs)
 Utility Account Number :
 Date of Contact :

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
 Important Decision : No
 Is Possible Violation : No

Disposition Type :
 Comments :

Other Information

Abatement Amount(\$):

John (EM) came to my home on June 3,
 2018. I can't remember word for word

Customer complaint :

what was said, but he said that he could lock me in on a better rate and I signed up for it. I recently began watching the news and saw them on their as a scam. I contacted them and canceled with them. Hannah was very polite and canceled my service without paying the 100 termination fee. She said I would only have to pay the charges on the bill. Which I am okay with considering I am avoiding the \$100 disconnect fee.

What Customer wants MPUC to do?



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-5557

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2018-I-5557 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 8/9/2018 12:05:00 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 8/10/2018 2:39:57 PM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Somers Elizabeth |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|-------------------------|---|------------------|
| 1. | 8/10/2018 2:39:34 PM | I called [REDACTED] and she said that she had called and cancelled electricity maine. I told her that I would close her file and that she can call us if any future issues. | Elizabeth.Somers |
| 2. | 8/9/2018 12:06:35 PM | I sent Beth an e-mail alerting her to this one given the 7 day expiration period. | Sheila.Pierce |

-----CAD Case Details-----

-Complainant's Information

Case Number : [REDACTED]
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :

Complainant's First Name : [REDACTED]
 Complainant's Last Name : [REDACTED]
 Complainant's Telephone : [REDACTED]

Service Information

Service Name :
 Service Address : [REDACTED]
 Service City : Naples
 Service Zip Code : 04055

Is your mailing address is
 different than service address : Yes
 Service Address
 (Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility
 Company? No

Utility/Industry Subtype : Competitive
 Electricity
 Providers
 (CEPs)
 Utility Account Number :
 Date of Contact :

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
 Important Decision : No
 Is Possible Violation : No

Disposition Type :
 Comments :

Other Information

Abatement Amount(\$):

Customer was initially calling to talk
 about issues with CMP but during the

Customer complaint :

conversation it appears that her real issue is with Electricity Maine. She has a contract with them that was 11.99 kwh. She called them and renegotiated a rate of 8.70 she thinks. They are going to be mailing out a new contract. I told customer what the standard offer rate is. They said she has 7 days to cancel. However, customer doesn't think her account is up for renewal - she doesn't know if she cancels this re-negotiated amount if she goes back to 11.99 per kwh or if she goes back to standard offer. She is 87 years old and just isn't sure.

What Customer wants MPUC to do?

Can you help you sort out whether if you cancel if you can go back to standard offer without early opt-out fee or if cancelling means she goes back to 11.99 kwh.



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-0011

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | ██████████ | Customer/Business Name: | ████████████████████ |
| Case Type: | Information Contact | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 1/2/2018 12:24:56 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 1/11/2018 9:47:30 AM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Emmons Pamela |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|-------------------------|--|---------------|
| 1. | 1/11/2018 9:45:48 AM | Attachment-Confirmation that EM will drop service with customer's next meter read i.e. 2/3/2018. I called the customer to advise him of the same. | Pamela.Emmons |
| 2. | 1/8/2018 9:18:51 AM | Attachment-Sent note to EM to verify if [REDACTED] request has been taken/worked | Pamela.Emmons |
| 3. | 1/2/2018 12:50:20 PM | Attachment-Inquiry to EM contact re: is [REDACTED] request being working on. | Pamela.Emmons |
| 4. | 1/2/2018 12:25:07 PM | [REDACTED] contacted Electricity Maine (EM) regarding two renewal notices he received. He said he called EM and spoke with a representative advising the rept that at the end of his contract he no longer wanted EM (term end date 2/3/18). He said that the rept to a very long time to process his request and he asked for a supervisor to call him back. He's not sure if he'll get a call back. I advised him that where he just placed the call therefore not allowing the utility to complete the task that I could send an inquiry to our contact to confirming his desires to be returned to SOP at the end of his agreement. He thought that was great. | Pamela.Emmons |

-----CAD Case Details-----

-Complainant's Information

Case Number : ██████████
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :

Complainant's First Name : ██████████
 Complainant's Last Name : ██████████
 Complainant's Telephone : ██████████

Service Information

Service Name :
 Service Address : ██████████
 Service City : Readfield
 Service Zip Code : 04355

Is your mailing address is
 different than service address : No
 Service Address
 (Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility
 Company? Yes

Utility/Industry Subtype : Competitive
 Electricity
 Providers
 (CEPs)
 Utility Account Number : ██████████
 Date of Contact : 01/02/2018

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
 Important Decision : No
 Is Possible Violation : No

Disposition Type :
 Comments :

Other Information

Abatement Amount(\$):

██████████ contacted Electricity Maine
 (EM) regarding two renewal notices he
 received. He said he called EM and

Customer complaint :

spoke with a representative advising the rept that at the end of his contract he no longer wanted EM (term end date 2/3/18). He said that the rept to a very long time to process his request and he asked for a supervisor to call him back. He's not sure if he'll get a call back. I advised him that where he just placed the call therefore not allowing the utility to complete the task that I could send an inquiry to our contact to confirming his desires to be returned to SOP at the end of his agreement. He thought that was great.

What Customer wants MPUC to do?

██████████ wants to be sure he is returned to sop at the end of his contract term.

| Casenumber | DocName | createdby | CreatedDate |
|------------|---------------------------|---------------|-------------|
| [REDACTED] | [REDACTED].msg | Pamela.Emmons | 1/2/2018 |
| [REDACTED] | [REDACTED] note to EM.msg | Pamela.Emmons | 1/8/2018 |
| [REDACTED] | [REDACTED].msg | Pamela.Emmons | 1/11/2018 |

Note:-Deleted Documents are not included in the Export.

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Tuesday, January 02, 2018 12:48 PM
To: 'Sandra Nadeau'
Subject: [REDACTED]

Sandra:

I received a call from [REDACTED] account number [REDACTED] regarding his request to be returned to standard offer at the end of his existing contract (2/3). He's not sure that his request was processed because he said it took the rept a very long time. Could you please review his account and confirm if his request is being processed. He called EM earlier this morning. His telephone number is [REDACTED].

If you could get back to as soon as possible, to let me know the status of his request, but not later than 1/17/2018

Pamela J. Emmons

Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Monday, January 08, 2018 8:33 AM
To: 'Sandra Nadeau'
Subject: [REDACTED]

Have you had the opportunity to see if [REDACTED] request was done?

Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Emmons, Pamela
Sent: Tuesday, January 02, 2018 12:48 PM
To: 'Sandra Nadeau' <snadeau@providerpower.com>
Subject: [REDACTED]

Sandra:

I received a call from [REDACTED] account number [REDACTED] regarding his request to be returned to standard offer at the end of his existing contract (2/3). He's not sure that his request was processed because he said it took the rept a very long time. Could you please review his account and confirm if his request is being processed. He called EM earlier this morning. His telephone number is [REDACTED]

If you could get back to as soon as possible, to let me know the status of his request, but not later than 1/17/2018

Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

Poetzsch, Kathy

From: Sandra Nadeau <snadeau@providerpower.com>
Sent: Wednesday, January 10, 2018 5:46 PM
To: Emmons, Pamela
Subject: RE: [REDACTED]

Hi Pamela,
Yes, his drop should go through on his next meter read which is on 2/3/18. That is when his term is done.
Thank you
Sandra



Sandra Nadeau | Director, Operations
306 Rodman Road | Auburn, ME 04210
Tel: 207-440-5024 | Mobile: 207-576-3839 |
snadeau@providerpower.com | <https://www.providerpower.com>

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From: Emmons, Pamela [mailto:Pamela.Emmons@maine.gov]
Sent: Monday, January 08, 2018 8:33 AM
To: Sandra Nadeau
Subject: RE: [REDACTED]

Have you had the opportunity to see if [REDACTED] request was done?

Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

From: Emmons, Pamela
Sent: Tuesday, January 02, 2018 12:48 PM
To: 'Sandra Nadeau' <snadeau@providerpower.com>
Subject: [REDACTED]

Sandra:

REDACTED

I received a call from [REDACTED] account number [REDACTED] regarding his request to be returned to standard offer at the end of his existing contract (2/3). He's not sure that his request was processed because he said it took the rept a very long time. Could you please review his account and confirm if his request is being processed. He called EM earlier this morning. His telephone number is [REDACTED].

If you could get back to as soon as possible, to let me know the status of his request, but not later than 1/17/2018

Pamela J. Emmons

Senior Consumer Assistance Specialist

Consumer Assistance & Safety Division

Maine Public Utilities Commission

18 State House Station

Augusta, ME 04330

Hot Line Number: 800 452-4699

Direct Line 207-287-4937

Fax: 207-287-6889

pamela.emmons@maine.gov



Date :12-31-2018

Maine Public Utilities Commission

Cad Case No. [REDACTED]

-----CAD case Metadata-----

Case Number: [REDACTED]
Case Type: Complaint
Utility Name: ELECTRICITY MAINE, LLC
Utility/Industry Type: Electric
Disposition Type: UTILITY PROVIDED ADEQUATE SERVICE
Appealed:
Abatement: 0
Status: Closed
IsBusiness: No

Customer/Business Name: [REDACTED]
Case SubType: CEP Terms of Service
Date/Time Created: 1/5/2018 12:56:35 PM
Utility/Industry Subtype: CEPs
Disposition Date: 1/10/2018 8:46:53 AM
Violation: No
Staff Assigned for Violation:
Assigned Staff: Connors Rebecca

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|------------------------|---|-----------------|
| 1. | 1/9/2018 9:40:19 AM | Tried to call [REDACTED] - Left him a detailed message regarding the last date of service with EM was December 8, 2017 - He should not receive any more bills with EM as his supplier - If he does, please call us back and we will look into it - other than that I will be closing his case as resolved, as EM processed his enrollment in a timely manner, he just has not seen the change reflected on his bill yet. Advised him to call the hotline if there is anything further he needs. | Rebecca.Connors |
| 2. | 1/9/2018 9:34:41 AM | Attached - Response from Em | Rebecca.Connors |
| 3. | 1/5/2018 1:18:29 PM | Attached - Inquiry to EM | Rebecca.Connors |

-----CAD Case Details-----

-Complainant's Information

Case Number : [REDACTED]
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :

Complainant's First Name : [REDACTED]
 Complainant's Last Name : [REDACTED]
 Complainant's Telephone : [REDACTED]

Service Information

Service Name :
 Service Address : [REDACTED]
 Service City : Yarmouth
 Service Zip Code : 04096

Is your mailing address is
 different than service address : No
 Service Address
 (Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility
 Company? Yes

Utility/Industry Subtype : CEPs
 Utility Account Number : [REDACTED]
 Date of Contact : 11/01/2017

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
 Important Decision : No
 Is Possible Violation : No

Disposition Type : UTILITY PROVIDED ADEQUATE SERVICE
 Comments :

Other Information

Abatement Amount(\$):

[REDACTED] states that he sent in the

1105

Customer complaint :

required forms to EM to NOT renew his supply with them - he has received two bills since the cancellation of the service, but EM is still showing as his supplier. He called EM after receiving the first bill after his cancellation - the CSR confirmed his cancellation - he received yet another bill with EM as his supplier - he called EM and was told that a supervisor would call him back within 48 hours.... That was last week and he has not received a call.

What Customer wants MPUC to do?

Poetzsch, Kathy

From: Connors, Rebecca
Sent: Friday, January 05, 2018 1:06 PM
To: 'customerconcerns@electricityme.com'
Subject: MPUC Case [REDACTED]

Good morning,

[REDACTED]
Yarmouth, ME 04096
[REDACTED]

CMP account # [REDACTED]

[REDACTED] called the MPUC today because he states that he sent in the proper form NOT to renew his contract with EM. He even called and followed up with a CSR that the cancellation had been received. This was months ago and EM is still showing as his electricity supplier. He called your customer service center last week and asked to speak with a supervisor – he was told that a supervisor would call him back within 48 hours – no one has contacted him.

Please provide me with the following information as soon as possible, but not later than January 22, 2018:

- Date the cancellation (or notice not to renew his contract) was received.
- Contact logs for this customer for the past 6 months.
- What was the last date of his contract?
- What will be the last date of service for him?
- If the cancellation was processed in a timely manner, is EM going to refund him any amount paid over the standard offer rate since his cancellation?

If you have any questions, please do not hesitate to ask. Thank you and have a wonderful day.

Rebecca Connors

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hotline: 1-800-452-4699
Phone: 207-287-4917
Fax: 207-287-6889
rebecca.connors@maine.gov

Poetzsch, Kathy

From: Katherine Iler <kiler@providerpower.com>
Sent: Tuesday, January 09, 2018 9:32 AM
To: Connors, Rebecca; ProviderConcerns
Cc: Jaime Geoffroy; Brian Dubois
Subject: RE: MPUC Case [REDACTED]

Good Morning Rebecca,

In review of the account, we show that [REDACTED] called in on 11-3-2017 to opt out of his renewal. At that time, the request was submitted to Central Maine Power to return to the utility on 12-8-2017. This was the date his contract was to end. Central Maine Power accepted the request and his account was dropped.

There has been no prior contact from [REDACTED] since enrollment on 8-14-2014. There are also no attachments on his account showing any requests he may have sent in to cancel his account. There are no contacts from the customer to provide.

The last date of his contract and the last date of service was 12-8-2017. This customer is not due a refund at this time. If you have any further questions, please do not hesitate to contact me.

Thank you,
Katherine



Katherine Iler | Care Center Representative I
306 Rodman Road | Auburn, ME 04210

kiler@providerpower.com | <https://www.providerpower.com>

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

From: Connors, Rebecca [mailto:Rebecca.Connors@maine.gov]
Sent: Friday, January 05, 2018 1:06 PM
To: ProviderConcerns <customerconcerns@providerpower.com>
Subject: MPUC Case #2018-C-0039, [REDACTED]

Good morning,

[REDACTED]
Yarmouth, ME 04096
[REDACTED]

CMP account # [REDACTED]

██████████ called the MPUC today because he states that he sent in the proper form NOT to renew his contract with EM. He even called and followed up with a CSR that the cancellation had been received. This was months ago and EM is still showing as his electricity supplier. He called your customer service center last week and asked to speak with a supervisor – he was told that a supervisor would call him back within 48 hours – no one has contacted him.

Please provide me with the following information as soon as possible, but not later than January 22, 2018:

- Date the cancellation (or notice not to renew his contract) was received.
- Contact logs for this customer for the past 6 months.
- What was the last date of his contract?
- What will be the last date of service for him?
- If the cancellation was processed in a timely manner, is EM going to refund him any amount paid over the standard offer rate since his cancellation?

If you have any questions, please do not hesitate to ask. Thank you and have a wonderful day.

Rebecca Connors

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hotline: 1-800-452-4699
Phone: 207-287-4917
Fax: 207-287-6889
rebecca.connors@maine.gov

| Casenumbr | DocName | createdby | CreatedDate |
|-------------|--------------------------|-----------------|-------------|
| 2018-C-0039 | 1-5 Inquiry.msg | Rebecca.Connors | 1/5/2018 |
| 2018-C-0039 | 1-9 Response from EM.msg | Rebecca.Connors | 1/9/2018 |

Note:-Deleted Documents are not included in the Export.



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-0065

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2018-I-0065 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | CUSTOMER SERVICE |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 1/9/2018 10:01:05 AM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 1/9/2018 10:35:53 AM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Emmons Pamela |
| IsBusiness: | No | | |

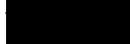
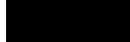
-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|-------------------------|---|---------------|
| 1. | 1/9/2018 10:35:39 AM | <p>██████████ called to advise that an EM sales rept went to her home yesterday. He made arrangements to change her supply fro SOP to EM. After he left she no longer wanted to change. She called the rept and he stated he couldn't change her back that she would need to speak with his supervisor. His supervisor called her back and he stated that he could cancel her order after she received the Welcome Package. She wasn't happy with that response. This morning she call EM and spoke with Kelly who advise ██████████ that her order had been received and that she would cancel the order. ██████████ called CASD to inquire about CEPs and how to cancel orders. We discussed the rescission period and that she was well within the window. She stated that Kelly advised her to watch her bill just to be sure she wasn't changed. ██████████ stated she would. I advise ██████████ that if she billing changed that she needs to EM to discuss and if that doesn't resolve the issue to call me back.</p> | Pamela.Emmons |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-I-0065
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :

Complainant's First Name : 
 Complainant's Last Name : 
 Complainant's Telephone : 

Service Information

Service Name :
 Service Address : 111 XX
 Service City : Portland
 Service Zip Code : 11111

Is your mailing address is
 different than service address : No
 Service Address
 (Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility
 Company? Yes

Utility/Industry Subtype : Competitive
 Electricity
 Providers
 (CEPs)
 Utility Account Number :
 Date of Contact : 01/09/2018

Other Detail

Issues : CUSTOMER SERVICE

Disposition Detail

Case Status : Open
 Important Decision : No
 Is Possible Violation : No

Disposition Type :
 Comments :

Other Information

Abatement Amount(\$):

 called to advise that an EM
 sales rept when to her home yesterday. He

made arrangements to change her supply fro SOP to EM. After he left she no longer wanted to change. She called the rept and he stated he couldn't change her back that she would need to speak with his supervisor. His supervisor called her back and he stated that he could cancel her after she received the Welcome Package. She wasn't happy with that response. This morning she call EM and spoke with Kelly who advise [REDACTED] that her order had been received and that she would cancel the order. [REDACTED] called CASD to inquire about CEPs and how they operate. We discussed the rescission period and that she was well within the window. She stated that Kelly advised her to watch her bill just to be sure she wasn't changed. [REDACTED] stated she would. I advise [REDACTED] that if she billing changed that she needs to EM to discuss and if that doesn't resolve the issue to call me back.

Customer complaint :**What Customer wants MPUC to do?**

[REDACTED] just wanted information associated with CEP.



Date :12-31-2018

Maine Public Utilities Commission

Cad Case No.2018-C-0204

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------------------|--------------------------------------|----------------------------|
| Case Number: | 2018-C-0204 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | DISPUTED BILLS/PAYMENTS |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 1/24/2018 3:34:59 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | DISPUTED CHARGES REMOVED FROM BILL | Disposition Date: | 5/21/2018 12:21:15 PM |
| Appealed: | | Violation: | No |
| Abatement: | 35 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Emmons Pamela |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|--------------------------|---|---------------|
| 1. | 5/21/2018 12:16:50 PM | Matter Resolved see note from 2/7/2018 Customer called stating matter resolved. | Pamela.Emmons |
| 2. | 2/7/2018 10:02:10 AM | Attachment-CEP response stating that it rendered a credit for one month. Customer also called and left me a voice message while I was on vacation reaffirming that he received the credit and his issue has been resolved. | Pamela.Emmons |
| 3. | 1/24/2018 3:54:03 PM | Attachment- Request for info | Pamela.Emmons |
| 4. | 1/24/2018 3:35:10 PM | [REDACTED] has been in contact with EM to discuss his bill. He feels that he has been over billed and when he spoke with a rept from EM they were not able to explain his bill. [REDACTED] feels he's been over billed because he ended service with EM at the end date in November. He is not sure what the actual contact end date was. I reviewed his CMP account and advised him that his initial start date was 2/16/2012 however I could not guarantee that his end date was 11/16/2017 because there could have been many renewals since the initial start date. He stated he understood. I told him I would send an inquiry to our contact at EM to verify his billing. I told him EM has 10 days to get back to me. He said that was fine because he would be out of the country and gave me authorization to speak with his wife, [REDACTED]. | Pamela.Emmons |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-C-0204
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :

Complainant's First Name : [REDACTED]
 Complainant's Last Name : [REDACTED]
 Complainant's Telephone : [REDACTED]

Service Information

Service Name :
 Service Address : [REDACTED]
 Service City : Cumberland
 Service Zip Code : 04021

Is your mailing address is
 different than service address : No
 Service Address
 (Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility
 Company? Yes

Utility/Industry Subtype : CEPs
 Utility Account Number : [REDACTED]
 Date of Contact : 01/19/2018

Other Detail

Issues : DISPUTED BILLS/PAYMENTS

Disposition Detail

Case Status : Open
 Disposition Type : DISPUTED CHARGES REMOVED FROM BILL
 Important Decision : No
 Is Possible Violation : No
 Comments :

Other Information

Abatement Amount(\$): 34.81

[REDACTED] has been in contact with EM to discuss his bill. He feels that he has been over billed and when he spoke with

a rept from EM they were not able to explain his bill. [REDACTED] feels he's been over billed because he ended service with EM at the end date in November. He is not sure what the actual contact end date was. I reviewed his CMP account and advised him that his initial start date was 2/16/2012 however I could not guarantee that his end date was 11/16/2017 because there could have been many renewals since the initial start date. He stated he understood. I told him I would send an inquiry to our contact at EM to verify his billing. I told him EM has 10 days to get back to me. He said that was fine because he would be out of the country and gave me authorization to speak with his wife, [REDACTED].

Customer complaint :**What Customer wants MPUC to do?**

Customer would like to know if his final bill is accurate.

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Wednesday, January 24, 2018 3:52 PM
To: 'Sandra Nadeau'
Subject: 2018-C-0204 [REDACTED]

Sandra:

[REDACTED] called stating that he has been trying to resolve his EM billing and that he has hit a brick wall. He stated that he returned to SOP at the end of his contract and feels that he may have been over bill for the period between 11/16-12/14.

CMP account: [REDACTED]

Could you please forward to me the following information as soon as possible but no later than 2/7/2018:

- 1) Initial contract terms
- 2) Renewal contracts
- 3) Contract end date 2017
- 4) Customer contact
- 5) Last twelve months of billing

Pamela J. Emmons

Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hot Line Number: 800 452-4699
Direct Line 207-287-4937
Fax: 207-287-6889
pamela.emmons@maine.gov

Poetzsch, Kathy

From: Sandra Nadeau <snadeau@providerpower.com>
Sent: Monday, February 05, 2018 5:02 PM
To: Emmons, Pamela
Subject: RE: 2018-C-0204 [REDACTED]

Hi Pamela,
I'm reading the notes on the account and it looks like he called during the CMP conversion so the drop to the Standard Offer didn't happen as fast as we had hoped. He was one month late. We offered to give them a refund of \$34.81 which was recently sent to them on 2/1/18 . Do you know what else he may be asking for? I thought this account was completed.
Thank you
Sandra



Sandra Nadeau | Director, Operations
306 Rodman Road | Auburn, ME 04210
Tel: 207-440-5024 | Mobile: 207-576-3839 |
snadeau@providerpower.com | <https://www.providerpower.com>

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From: Emmons, Pamela [mailto:Pamela.Emmons@maine.gov]
Sent: Wednesday, January 24, 2018 3:52 PM
To: Sandra Nadeau
Subject: 2018-C-0204 [REDACTED]

Sandra:

[REDACTED] called stating that he has been trying to resolve his EM billing and that he has hit a brick wall. He stated that he returned to SOP at the end of his contract and feels that he may have been over bill for the period between 11/16-12/14.

CMP account: [REDACTED]

Could you please forward to me the following information as soon as possible but no later than 2/7/2018:

- 1) Initial contract terms
- 2) Renewal contracts
- 3) Contract end date 2017
- 4) Customer contact
- 5) Last twelve months of billing

Pamela J. Emmons
Senior Consumer Assistance Specialist

Consumer Assistance & Safety Division
Maine Public Utilities Commission
18 State House Station
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pamela.emmons@maine.gov

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Monday, May 21, 2018 12:19 PM
To: 'Sandra Nadeau'
Subject: RE: 2018-C-0204 [REDACTED]

Sandra:

I'm closing this case as resolved. Customer contacted CASD a while ago advising his concerns were met.

Pamela J. Emmons
 Senior Consumer Assistance Specialist
 Consumer Assistance & Safety Division
 Maine Public Utilities Commission
 18 State House Station
 Augusta, ME 04330
 Hot Line Number: 800 452-4699
 Direct Line 207-287-4937
 Fax: 207-287-6889
pamela.emmons@maine.gov

From: Sandra Nadeau [mailto:snadeau@providerpower.com]
Sent: Monday, February 05, 2018 5:02 PM
To: Emmons, Pamela <Pamela.Emmons@maine.gov>
Subject: RE: 2018-C-0204 [REDACTED]

Hi Pamela,
 I'm reading the notes on the account and it looks like he called during the CMP conversion so the drop to the Standard Offer didn't happen as fast as we had hoped. He was one month late. We offered to give them a refund of \$34.81 which was recently sent to them on 2/1/18 . Do you know what else he may be asking for? I thought this account was completed.
 Thank you
 Sandra



Sandra Nadeau | Director, Operations
 306 Rodman Road | Auburn, ME 04210
 Tel: 207-440-5024 | Mobile: 207-576-3839 |
snadeau@providerpower.com | <https://www.providerpower.com>

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

From: Emmons, Pamela [mailto:Pamela.Emmons@maine.gov]
Sent: Wednesday, January 24, 2018 3:52 PM

To: Sandra Nadeau

Subject: 2018-C-0204 [REDACTED]

Sandra:

[REDACTED] called stating that he has been trying to resolve his EM billing and that he has hit a brick wall. He stated that he returned to SOP at the end of his contract and feels that he may have been over bill for the period between 11/16-12/14.

CMP account: [REDACTED]

Could you please forward to me the following information as soon as possible but no later than 2/7/2018:

- 1) Initial contract terms
- 2) Renewal contracts
- 3) Contract end date 2017
- 4) Customer contact
- 5) Last twelve months of billing

Pamela J. Emmons

Senior Consumer Assistance Specialist

Consumer Assistance & Safety Division

Maine Public Utilities Commission

18 State House Station

Augusta, ME 04330

Hot Line Number: 800 452-4699

Direct Line 207-287-4937

Fax: 207-287-6889

pamela.emmons@maine.gov

| Casenumbr | DocName | createdby | CreatedDate |
|-------------|---------------------------------------|---------------|-------------|
| 2018-C-0204 | Request for info.msg | Pamela.Emmons | 1/24/2018 |
| 2018-C-0204 | CEP response.msg | Pamela.Emmons | 2/7/2018 |
| 2018-C-0204 | Matter resolved sent email to CEP.msg | Pamela.Emmons | 5/21/2018 |

Note:-Deleted Documents are not included in the Export.



Date :01-02-2019

Maine Public Utilities Commission

Cad Case No.2018-C-0596

-----CAD case Metadata-----

| | | | |
|-------------------------------|-----------------------------------|--------------------------------------|-----------------------|
| Case Number: | 2018-C-0596 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 2/22/2018 10:13:43 AM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | UTILITY PROVIDED ADEQUATE SERVICE | Disposition Date: | 10/15/2018 2:21:45 PM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Brooks Shawn |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|--------------------------|---|----------------|
| 1. | 10/15/2018 2:19:29 PM | Attached - email to EM advising of case closure | Shawn.C.Brooks |
| 2. | 10/15/2018 2:13:30 PM | Resolved - I spoke to [REDACTED] regarding her concerns with Electricity Maine. [REDACTED] was reverted to standard offer following the expiration of her Electricity Maine contract in January. [REDACTED] said that she considers the matter resolved. I will be closing her file. | Shawn.C.Brooks |
| 3. | 5/1/2018 2:19:40 PM | Attached - info from EM | Shawn.C.Brooks |
| 4. | 2/22/2018 1:26:27 PM | Attached - email to EM asking for info. | Shawn.C.Brooks |
| 5. | 2/22/2018 10:14:02 AM | [REDACTED] contacted the CASD regarding Electricity Maine. She said she contacted them when she got an notice of renewal and advised them that she wanted to be reverted to Standard Offer. She said that it has been 3 months and she is still seeing Electricity Maine on her CMP bill. | Shawn.C.Brooks |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-C-0596
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :

Complainant's First Name : [REDACTED]
 Complainant's Last Name : [REDACTED]
 Complainant's Telephone : [REDACTED]

Service Information

Service Name :
 Service Address : [REDACTED]
 Service City : Sabattus
 Service Zip Code : 04280

Is your mailing address is
 different than service address : No
 Service Address(Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility
 Company? Yes

Utility/Industry Subtype : CEPs
 Utility Account Number : [REDACTED]
 Date of Contact : 02/01/2018

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
 Important Decision : No
 Is Possible Violation : No

Disposition Type : UTILITY PROVIDED
 ADEQUATE
 SERVICE
 Comments :

Other Information

Abatement Amount(\$):

Customer complaint : Ms. Clifford contacted the CASD regarding Electricity Maine. She said she contacted them when she got an notice of renewal and advised them that she wanted to

be reverted to Standard Offer. She said that it has been 3 months and she is still seeing Electricity Maine on her CMP bill.

What Customer wants MPUC to do?

Poetzsch, Kathy

From: Brooks, Shawn C
Sent: Thursday, February 22, 2018 1:26 PM
To: 'snadeau@providerpower.com'
Subject: [REDACTED] 2018-C-0596

Account # [REDACTED]

[REDACTED] contacted the CASD regarding Electricity Maine. She said she contacted them when she got an notice of renewal and advised them that she wanted to be reverted to Standard Offer. She said that it has been 3 months and she is still seeing Electricity Maine on her CMP bill.

Could you please provide the following information asap but no later than 3/9/18:

- Contact notes of conversations with either [REDACTED] regarding the termination of their Electricity Maine account
- Most recent terms of service that would include rate and expiration date

Thanks.

Shawn C. Brooks

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Phone: 207-287-4915
Fax: 207-287-6889
shawn.c.brooks@maine.gov

Poetzsch, Kathy

From: Sandra Nadeau <snadeau@providerpower.com>
Sent: Tuesday, March 06, 2018 4:37 PM
To: Brooks, Shawn C
Cc: ProviderConcerns
Subject: FW: [REDACTED] 2018-C-0596
Attachments: SKM_C364e18030617400.pdf

Hi Shawn,
I neglected to let you know that the customer did drop on 1/24/18. This is when their contract was expiring. I hope this helps.
Thank you
Sandra



Sandra Nadeau | Director, Operations
306 Rodman Road | Auburn, ME 04210
Tel: 207-440-5024 | Mobile: 207-576-3839 |
snadeau@providerpower.com | <https://www.providerpower.com>

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From: Sandra Nadeau
Sent: Tuesday, March 06, 2018 3:32 PM
To: 'Brooks, Shawn C'
Cc: ProviderConcerns
Subject: RE: [REDACTED] 2018-C-0596

Hi Shawn,
I have attached the information you have requested. Below are the contact notes from both of our systems. I have attached the renewal contract for your review (see above). Please let me know if there is anything else you may need.
Thank you
Sandra

| Ticket Number | Date | Correspondence/Ticket | UserID | Type | Follow Up | Notes | Attachment | Sticky |
|---------------|------------------------|-----------------------|--------|------------|------------|--|------------|--------|
| [REDACTED] | 12/05/2017 10:42:15 | Support Ticket | keaton | Renew Drop | 01/26/2018 | 01/26/2018 Renew drop declined lower offers back to SO | | |

Full Name [REDACTED] Email [REDACTED] Phone [REDACTED]

Address [REDACTED], SABATTUS ME - 04280

- Account Information

- [Account Actions](#)
- [Register A Call](#)
- [Payment Plan](#)
- [Record Fees / Payments](#)

Full Name [REDACTED]
 Contact Name [REDACTED], SABATTUS
 ME - 04280
 Customer Type Residential

MAN [REDACTED]
 PPID [REDACTED]
 Email [REDACTED]
 Phone [REDACTED]
 Service Status Dropped

| Utility | Utility Account Number | Account Class | Qualifiers | Balances | Status |
|---------|------------------------|---------------|------------|----------|---------------|
| CMP | [REDACTED] | Standard | | BAL | \$0.00Dropped |

| Account Number | Action Date | AccountAction | Amount | Notes | User |
|----------------|------------------------|---------------|--------|--|-----------|
| [REDACTED] | 1/9/2018 11:41 AM | PI | | [REDACTED] called to verify if the account was dropped I explained that the account is scheduled to drop on 01/12/2018 spoke mleblanc with [REDACTED] | |
| [REDACTED] | 12/5/2017 10:43 AM | RenewDrop | | [REDACTED] called in to decline the renewal 01/26/2018 Renew drop declined lower offers back to SO Drop Request Tracking Number = [REDACTED] scheduled 1/12/18 | keaton |
| [REDACTED] | 12/1/2017 12:00 AM | RenewLetr2 | | [REDACTED] TOS V18 ~ 0.10690000 ~12Mths | dkuehl |
| [REDACTED] | 11/30/2017 12:00 AM | RenewLettr | | [REDACTED] TOS V18 ~ 0.10690000 ~12Mths | dkuehl |
| [REDACTED] | 11/23/2016 12:00 AM | RenewLetr2 | | [REDACTED] TOS V18 ~ 0.09494000 ~12Mths | dkuehl |
| [REDACTED] | 11/21/2016 12:00 AM | RenewLettr | | [REDACTED] TOS V18 ~ 0.09494000 ~12Mths | dkuehl |
| [REDACTED] | 11/30/2015 12:00 AM | RenewLetr2 | | [REDACTED] TOS V17 ~ 0.09494000 | dkuehl |
| [REDACTED] | 11/27/2015 12:00 AM | RenewLettr | | [REDACTED] TOS V17 ~ 0.09494000 | dkuehl |
| [REDACTED] | 11/25/2013 12:00 AM | RenewLettr | | [REDACTED] | ahennings |

From: Brooks, Shawn C [mailto:Shawn.C.Brooks@maine.gov]
Sent: Thursday, February 22, 2018 1:26 PM
To: Sandra Nadeau
Subject: [REDACTED] 2018-C-0596

Account # [REDACTED]

██████████ contacted the CASD regarding Electricity Maine. She said she contacted them when she got an notice of renewal and advised them that she wanted to be reverted to Standard Offer. She said that it has been 3 months and she is still seeing Electricity Maine on her CMP bill.

Could you please provide the following information asap but no later than 3/9/18:

- Contact notes of conversations with either ██████████ regarding the termination of their Electricity Maine account
- Most recent terms of service that would include rate and expiration date

Thanks.

Shawn C. Brooks

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Phone: 207-287-4915
Fax: 207-287-6889
shawn.c.brooks@maine.gov



www.electricityme.com

11/30/2017

Contract Renewal Notice



SABATTUS, ME 04280

Account Number: 

We want to thank you for your business and let you know that your auto renew contract with Electricity Maine is expiring in January 2018. We are happy to renew you at a fixed rate of \$0.1069 (10.69¢)/kWh for a period of 12 months, ending on your meter read date in January 2019. There is no action required on your part.

CONTACTING US!

Our terms of service are included at the bottom of this email. Your contract will automatically renew unless we hear from you. If you would like to discuss your account options please call us at 1-866-573-2674. If we do not hear from you within 10 days your contract will automatically renew.

According to the Public Utilities Commission Rule Chapter 305 Section B 6. Renewals

"Each competitive electricity provider must provide written notice to its customers two times between 30 and 60 calendar days in advance of a renewal of service. "

*The Environmental Disclosure Label can be found on Electricity Maine's website:
<https://providerpower.com/maine/disclosure-label/>*

Thank you for trusting in us and selecting Electricity Maine as your electricity supplier.

Regards,
Your Electricity Maine Service Team

Maine's Most Trusted Electricity Supplier



TERMS OF SERVICE
Contract Disclosure Statement

| | |
|------------------------------|--|
| Type of plan | Fixed |
| Price per kWh | \$ 0.1069 kWh |
| Length of plan | 12 Months |
| Late payment fee (if any) | When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. |
| Deposit requirement (if any) | N/A |
| Early termination fee | N/A |
| Other features (if any) | N/A |
| Right of Rescission | You have the choice to adopt this new plan or to reject it. You may cancel this new plan at any time without payment of an Early Termination Fee. You can reject the new plan by contacting Electricity Maine at 1-866-573-2674, by email at customerservice@electricityme.com, or in writing by mail to PO Box 1150, Auburn, ME, 04211-1150. If you do not reject it, the new plan will automatically start at the end of your current term. |
| Toll-free number | You can contact Electricity Maine with questions or complaints by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact Electricity Maine through its website at www.electricityme.com. |
| PUC Consumer Assistance | You may also contact the State of Maine Public Utilities Commission (PUC) with complaints or questions at 1-800-452-4699. Current standard offer prices for comparison and other information about switching your supplier may be found at http://www.maine.gov/meopa/utilities/electric/supply.html . |
| Cancellation of Service | You have the right to cancel your service with Electricity Maine at any time, subject to any early termination fee that would apply. To cancel service, you must notify Electricity Maine. Electricity Maine is required to notify your electric utility of the cancellation within 2 business days of your request. Electricity Maine will then process the cancellation for you. Unless you have signed up with another supplier, you will receive standard offer service, which is a supply service available to all electricity customers through a process administered by the PUC. |



www.electricityme.com

12/1/2017

Contract Renewal Notice



SABATTUS, ME 04280

Account Number: 

We want to thank you for your business and let you know that your auto renew contract with Electricity Maine is expiring in January 2018. We are happy to renew you at a fixed rate of \$0.1069 (10.69¢)/kWh for a period of 12 months, ending on your meter read date in January 2019. There is no action required on your part.

CONTACTING US!

Our terms of service are included at the bottom of this email. Your contract will automatically renew unless we hear from you. If you would like to discuss your account options please call us at 1-866-573-2674. If we do not hear from you within 10 days your contract will automatically renew.

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Regards,
Your Electricity Maine Service Team

Maine's Most Trusted Electricity Supplier



TERMS OF SERVICE
Contract Disclosure Statement

| | |
|------------------------------|--|
| Type of plan | Fixed |
| Price per kWh | \$ 0.1069 kWh |
| Length of plan | 12 Months |
| Late payment fee (if any) | When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. |
| Deposit requirement (if any) | N/A |
| Early termination fee | N/A |
| Other features (if any) | N/A |
| Right of Rescission | You have the choice to adopt this new plan or to reject it. You may cancel this new plan at any time without payment of an Early Termination Fee. You can reject the new plan by contacting Electricity Maine at 1-866-573-2674, by email at customerservice@electricityme.com, or in writing by mail to PO Box 1150, Auburn, ME, 04211-1150. If you do not reject it, the new plan will automatically start at the end of your current term. |
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| Cancellation of Service | You have the right to cancel your service with Electricity Maine at any time, subject to any early termination fee that would apply. To cancel service, you must notify Electricity Maine. Electricity Maine is required to notify your electric utility of the cancellation within 2 business days of your request. Electricity Maine will then process the cancellation for you. Unless you have signed up with another supplier, you will receive standard offer service, which is a supply service available to all electricity customers through a process administered by the PUC. |

RESIDENTIAL AND SMALL NON-RESIDENTIAL CUSTOMERS

Electricity Maine, LLC Terms of Service (Version No. 19) Updated: 10/24/2017

- 1. Purchase of Electric Generation Service.** Electricity Maine agrees to sell and you agree to buy your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement and the Contract Disclosure Statement (together, the "Supply Contract")—including an agreement for arbitration and class action waiver—throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that Electricity Maine provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.
- 2. Price Structures.** *For greater clarity, all rates shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed at the fixed rate in cents per kilowatt hour set forth in the price structures set forth on your Contract Disclosure Statement for your actual consumption of electricity. The Price Structure does not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges and any other applicable charges imposed by your local utility or allowed by this Supply Contract. Choosing Electricity Maine as your electricity supplier does not guarantee savings when compared to other Competitive Electricity Providers or the current Standard Offer.
- 3. Duration and Kind of Contract; Automatic Renewal.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Contract Disclosure Statement. The email address that you provided us at the time of enrollment will also be used as one method of contacting you for notices, renewals and disclosure information about your account. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with Electricity Maine. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter-reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted.

This Supply Contract will renew automatically unless terminated by you or Electricity Maine per the Termination Provisions set forth in this Supply Contract in Section 4. Between thirty (30) and sixty (60) calendar days prior to the end of the term of service of your Supply Contract, Electricity Maine will send two (2) written renewal notices (the "Renewal Notice"). Each Renewal Notice will notify you of the existence and operation of this automatic renewal provision and either (i) a Contract Renewal Notice that sets forth the terms of the Supply Contract effective upon the automatic renewal, including any changes in the terms, the fixed rate electricity price that will apply to the renewal period, and the renewal term length, which shall not exceed the term of the existing contract term, or 12 months, whichever is shorter or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue until such time as a Contract Renewal Notice issues. During the Holdover Term or Contract Renewal you may cancel the Supply Contract without payment of any "Cost Recovery Fee."

4. **Termination Provisions.** Electricity Maine may terminate this Supply Contract in the event of your default as set forth in Section 5. Electricity Maine may terminate this Supply Contract in its sole discretion for any other reason upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract or Holdover Term described in Section 3. You may terminate this Supply Contract in writing or by phone with Electricity Maine at least 30 days prior to your contract end date and until such time as the Utility completes the termination in accordance with its rules. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a "Cost Recovery Fee" outlined in Section 9, which fee will not apply if you terminate during the Holdover Term or Contract Renewal. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination.
5. **Payment of Bills.** The cost of your electric generation service will be included on your bill from the Utility, and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply Contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. Electricity Maine reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. IN THE EVENT YOU DEFAULT IN YOUR PAYMENT OR OTHER OBLIGATIONS UNDER THIS SUPPLY CONTRACT, ELECTRICITY MAINE HAS THE RIGHT TO CANCEL THIS SUPPLY CONTRACT, AT WHICH TIME YOU WILL AUTOMATICALLY BE TRANSFERRED TO THE UTILITY'S STANDARD OFFER RATE PLAN. You will remain responsible for balances owed to Electricity Maine for generation service and Electricity Maine's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court

costs. If at any time you enter into a payment plan with the Utility while you have an outstanding balance owed to Electricity Maine, you must notify Electricity Maine within fifteen (15) days of entering into such a plan. Outstanding balances owed to Electricity Maine may not be accounted for by the Utility payment plan, may appear as a separate balance on your bill, and will remain your responsibility. You agree to allow the utility to share your payment information for the purpose of consolidated billing.

6. **Credit Reporting.** When you first apply for service and during the term of the Supply Contract with Electricity Maine, Electricity Maine may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, Electricity Maine reserves the right to report your payment history to a credit reporting agency.
7. **Customer Deposits.** Electricity Maine does not require a customer deposit to enroll.
8. **Warranty Disclaimer; Damages; Force Majeure.**

ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY ELECTRICITY MAINE ON AN "AS IS" BASIS. ELECTRICITY MAINE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ELECTRICITY MAINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY.

You agree that Electricity Maine shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Electricity Maine shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. Electricity Maine's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall Electricity Maine be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. Electricity Maine will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Electricity Maine's control (Force Majeure events) may result in interruptions in service and Electricity Maine shall not be liable for any such interruptions. Electricity Maine does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that Electricity Maine shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority,

acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond Electricity Maine's control.

9. Charges, Fees and Penalties. You will be charged for electric generation service supplied at the contract rate. Except as provided in this Supply Contract, no additional fees will be assessed to you by Electricity Maine unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for Electricity Maine to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee" of \$100.00.

Electricity Maine reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation service, late payment or interest charges owed to your Utility as per Section 4 of this agreement. In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the Maine FUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the Maine PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in Electricity Maine incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge. We may charge you up to \$25 for any returned check.

10. 10. Estimated Bills. In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Electricity Maine reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.

11. Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products. Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index

Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results.

12. Right to Rescind. YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN FIVE (5) CALENDAR DAYS FROM RECEIPT OF THIS **140**

SUPPLY CONTRACT, OR WITHIN EIGHT (8) CALENDAR DAYS IF THIS SUPPLY CONTRACT IS MAILED TO YOU. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING THREE MEANS:

1. By telephone at: 1-866-573-2674;
 2. By mailing us a written notice to rescind at: Electricity Maine, LLC PO Box 1150 Auburn, Maine 04211-1150; or
 3. By email through customerservice@electricityme.com.
13. **Questions and Complaints.** If you have a question or complaint about your electricity supply, you can contact Electricity Maine by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us through our website at www.electricityme.com.
14. **Standard Offer Generation Service.** All retail electricity customers in Maine are entitled to purchase their electricity supply from a competitive supplier or through standard offer service. Standard offer service is provided automatically to customers who do not sign a contract with a supplier for their electricity supply.
15. **Changes in Terms of Service.** In the event of any change in these Terms of Service during the term of this Supply Contract, Electricity Maine will notify you in writing by your email address on record between 30 and 60 calendar days in advance of such change. Except in connection with a renewal pursuant to Section 3, you must affirmatively consent to the effectiveness of the modified Terms of Service before such changes will become effective.
16. This Supply Contract may be assigned or transferred by Electricity Maine to another competitive electricity provider without your consent if there is no change in the terms of the Supply Contract upon assignment. Notice of such assignment shall be provided to your e-mail address on record within 30 days after the assignment. You may not assign this Supply Contract, in whole or part, or any of your rights or obligations hereunder, without prior written consent from Electricity Maine. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than Electricity Maine and you.
17. **Do-Not-Call List.** The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.
18. **Consumer Protection Rights.** You may contact the Maine Public Utilities Commission to obtain information on consumer protection rights by calling the Commission's Consumer Assistance Division Hotline at 1-800-452-4699, Monday through Friday, 9:00 a.m. to 4:00 p.m. or by writing to the Commission at:

Augusta, ME 04333-0018

19. **Net Metering.** If your account is subject to Net Metering under Chapter 313 (CNEBA) of the Rules of the Maine Public Utilities Commission, it requires an additional contract to be signed with Electricity Maine to cover specific payment arrangements for excess payment of power purchased over historical account usages at the time of enrollment. In addition to these terms, and ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be signed prior to enrollment of this account. Failure to sign this agreement may result in immediate return to Standard Offer of your account. Please call Electricity Maine at 1-866-573-2674 to set up this arrangement.
20. **Meter Usage Information.** Electricity Maine has authority to act as your agent to obtain Advanced Metering Information (AMI) and Historical Usage information for your account as part of this supplier agreement.

21. MANDATORY ARBITRATION AND CLASS ACTION WAIVER AGREEMENT.

1. Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of your enrollment, purchase, these Terms of Service, or the relationship among the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between us, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.
2. Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Electricity Maine at 306 Rodman Road, Auburn, ME, 04210 or (2) to you at the postal address on file with us. Both you and Electricity Maine agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.
3. Right to Opt Out of this Arbitration Agreement. You may opt out of this Arbitration Agreement within the first 30 days after the earliest of the first time you (a) enroll and begin purchasing services from Electricity Maine; or (b) sign up for any further program or service provided by Electricity Maine. You may also opt out of this Arbitration Agreement within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email through Electricity Maine's website at electricityme.com or by sending a letter to 306 Rodman Road, Auburn, ME, 04210. You should include your printed name, mailing address, and the words "Reject Arbitration."

4. How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-772-7879. Arbitration shall take place in the country of your residence, as determined by your mailing address on file with us. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys' fees and costs against you. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.
5. Waiver of Right to Bring Class Action & Representative Claims. All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain a Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**
6. Governing Law. This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision on the Claim, the law of your residence, as determined by your mailing address on file with us, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."

22. You acknowledge and agree that this Supply Contract and the transaction(s) under this Supply Contract constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of this application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or this Agreement.

Previous Terms of Service

- TOS Effective 10/24/2016 (<https://providerpower.com/maine/tos/tos-effective/>)
- TOS Effective 07/23/2015 (<https://providerpower.com/maine/tos/20150723/>)
- TOS Effective 6/17/2015 (<https://providerpower.com/maine/tos/tos-effective-6172015/>)
- TOS Effective 12/09/2014 (<https://providerpower.com/maine/tos/20141209/>)
- TOS Effective 07/09/2014 (<https://providerpower.com/maine/tos/07092014/>)
- TOS Effective 06/17/2013 (<https://providerpower.com/maine/tos/06172013/>)
- TOS Effective 05/21/2013 (<https://providerpower.com/maine/tos/05-21-2013/>)
- TOS Effective 05/10/2013 (<https://providerpower.com/maine/tos/05102013/>)
- TOS Effective 04/18/2013 (<https://providerpower.com/maine/tos/04182013/>)

| Casenumber | DocName | createdby | CreatedDate |
|-------------|-------------------------------------|----------------|-------------|
| 2018-C-0596 | [REDACTED] 2018-C-0596.msg | Shawn.C.Brooks | 2/22/2018 |
| 2018-C-0596 | FW [REDACTED] 2018-C-0596.msg | Shawn.C.Brooks | 5/1/2018 |
| 2018-C-0596 | [REDACTED] - Closed 2018-C-0596.msg | Shawn.C.Brooks | 10/15/2018 |

Note:-Deleted Documents are not included in the Export.



Date :01-02-2019

Maine Public Utilities Commission

Cad Case No.2018-C-1953

-----CAD case Metadata-----

| | | | |
|-------------------------------|-----------------------------------|--------------------------------------|----------------------|
| Case Number: | 2018-C-1953 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 3/19/2018 2:44:31 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | UTILITY PROVIDED ADEQUATE SERVICE | Disposition Date: | 9/12/2018 4:19:19 PM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Connors Rebecca |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|-------------------------|---|-----------------|
| 1. | 9/12/2018 4:19:00 PM | Case review - I have left the customer multiple messages with no return call. Closing the case as resolved, as she has been put back on the standard offer. | Rebecca.Connors |
| 2. | 4/6/2018 10:04:50 AM | Attached - another email from Sandra letting me know that the [REDACTED] have been an EM customer since 2013 - they did speak with the customer and dropped service effective 3-21-18 - possibly the reason the customer has not called back. | Rebecca.Connors |
| 3. | 4/6/2018 9:13:26 AM | Attached - Emails with EM | Rebecca.Connors |
| 4. | 4/6/2018 8:54:26 AM | Tried to call [REDACTED] again - left her another message that I called her on March 19th, have not heard back, so if I do not hear from her by April 10 at 4pm, I will have to assume she is all set and no longer needs to pursue this complaint. | Rebecca.Connors |
| 5. | 3/19/2018 4:10:18 PM | Tried to call [REDACTED] - Left message with the hotline number for a return call. | Rebecca.Connors |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-C-1953
 Complainant's Middle Name : [REDACTED]
 Complainant's Suffix : [REDACTED]
 Complainant's Email Address : [REDACTED]
 Complainant's Telephone Number (Secondary) : [REDACTED]

Complainant's First Name : [REDACTED]
 Complainant's Last Name : [REDACTED]
 Complainant's Telephone : [REDACTED]

Service Information

Service Name : [REDACTED]
 Service Address : [REDACTED]
 Service City : topsham
 Service Zip Code : 04086

Is your mailing address is different than service address : No
 Service Address (Continued) : [REDACTED] road
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility Company? Yes

Utility/Industry Subtype : CEPs
 Utility Account Number : [REDACTED]
 Date of Contact : 02/01/2018

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
 Disposition Type : UTILITY PROVIDED ADEQUATE SERVICE
 Important Decision : No
 Is Possible Violation : No
 Comments :

Other Information

Abatement Amount(\$):
 we contacted CMP regarding extremely high bills and were advised to contact electricity Maine. CMP customer service

stated several potential reasons for the increase and what we could do about it. We note that nothing in our usage pattern had changed (new appliance etc) Called EM and left messages left with no return call. It is our understanding that many complaints regarding large rate increases have been filed and we want to add our concerns to the list. No one seems to have nor be inclined to provide and answer for the increase. Thank you for your attention to the matter. The [REDACTED]

Customer complaint :

What Customer wants MPUC to do?

Assist us in getting and answer from EM regarding the Increase.

Poetzsch, Kathy

From: Connors, Rebecca
Sent: Friday, April 06, 2018 9:01 AM
To: 'Sandra Nadeau'
Subject: RE: CAD Complaint Number 2018-C-1953

Good morning Sandra,

[REDACTED] wrote into the PUC stating that all of a sudden she has EM as a supplier at a high rate – she said she did not sign up for EM at any time. She also said in her email that she has tried to call EM, left a message, but no one has called her back.

I have called her and left two messages now for a return call. This last message that I left for her this morning advised her that if I do not hear from her by 4pm on April 10th, I will assume she is all set and close her case.

Sandra, If I do not hear from her by 4pm on the 10th I will demote the case before closing it.

Rebecca Connors

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hotline: 1-800-452-4699
Phone: 207-287-4917
Fax: 207-287-6889
rebecca.connors@maine.gov

From: Sandra Nadeau [mailto:snadeau@providerpower.com]
Sent: Wednesday, April 04, 2018 10:43 AM
To: Connors, Rebecca <Rebecca.Connors@maine.gov>
Subject: FW: CAD Complaint Number 2018-C-1953

Hi Rebecca,
I thought I would follow up with you in regards to complaint below. I received this but I never received an inquiry from your office for additional information. I wasn't sure if this was settled already through your office.
Thank you
Sandra

From: MPUC-CMSnotification@maine.gov [mailto:MPUC-CMSnotification@maine.gov]
Sent: Monday, March 19, 2018 3:42 PM
To: Sandra Nadeau
Subject: CAD Complaint Number 2018-C-1953

CAD Complaint Number 2018-C-1953 has been opened for:

[REDACTED] topsham , MAINE 04086

Account Number: [REDACTED]
Regarding: CEP Terms of Service
You will be contacted by the assigned specialist :Connors, Rebecca.



Sandra Nadeau | Director, Operations

306 Rodman Road | Auburn, ME 04210

Tel: 207-440-5024 | Mobile: 207-576-3839 |

snadeau@providerpower.com | <https://www.providerpower.com>

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Poetzsch, Kathy

From: Sandra Nadeau <snadeau@providerpower.com>
Sent: Friday, April 06, 2018 9:19 AM
To: Connors, Rebecca
Subject: RE: CAD Complaint Number 2018-C-1953

Hi Rebecca,
Thank you for letting me know. I did look at the account and they have been a customer of ours since 2013. They did call us and we did speak with them, we put a drop in on 3/21/18. Might be the reason they haven't called back. Just fyi...
Thank you
Sandra



Sandra Nadeau | Director, Operations
306 Rodman Road | Auburn, ME 04210
Tel: 207-440-5024 | Mobile: 207-576-3839 |
snadeau@providerpower.com | <https://www.providerpower.com>

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From: Connors, Rebecca [mailto:Rebecca.Connors@maine.gov]
Sent: Friday, April 06, 2018 9:01 AM
To: Sandra Nadeau
Subject: RE: CAD Complaint Number 2018-C-1953

Good morning Sandra,

██████████ wrote into the PUC stating that all of a sudden she has EM as a supplier at a high rate – she said she did not sign up for EM at any time. She also said in her email that she has tried to call EM, left a message, but no one has called her back.

I have called her and left two messages now for a return call. This last message that I left for her this morning advised her that if I do not hear from her by 4pm on April 10th, I will assume she is all set and close her case.

Sandra, If I do not hear from her by 4pm on the 10th I will demote the case before closing it.

Rebecca Connors
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hotline: 1-800-452-4699
Phone: 207-287-4917

Fax: 207-287-6889
rebecca.connors@maine.gov

From: Sandra Nadeau [<mailto:snadeau@providerpower.com>]
Sent: Wednesday, April 04, 2018 10:43 AM
To: Connors, Rebecca <Rebecca.Connors@maine.gov>
Subject: FW: CAD Complaint Number 2018-C-1953

Hi Rebecca,
I thought I would follow up with you in regards to complaint below. I received this but I never received an inquiry from your office for additional information. I wasn't sure if this was settled already through your office.
Thank you
Sandra

From: MPUC-CMSnotification@maine.gov [<mailto:MPUC-CMSnotification@maine.gov>]
Sent: Monday, March 19, 2018 3:42 PM
To: Sandra Nadeau
Subject: CAD Complaint Number 2018-C-1953

CAD Complaint Number 2018-C-1953 has been opened for:

 topsham , MAINE 04086
Account Number: 
Regarding: CEP Terms of Service
You will be contacted by the assigned specialist :Connors, Rebecca.



Sandra Nadeau | Director, Operations
306 Rodman Road | Auburn, ME 04210
Tel: 207-440-5024 | Mobile: 207-576-3839 |
snadeau@providerpower.com | <https://www.providerpower.com>

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| Casenumbr | DocName | createdby | CreatedDate |
|-------------|---|-----------------|-------------|
| 2018-C-1953 | RE CAD Complaint Number 2018-C-1953.msg | Rebecca.Connors | 4/6/2018 |
| 2018-C-1953 | 4-5 from Sandra.msg | Rebecca.Connors | 4/6/2018 |

Note:-Deleted Documents are not included in the Export.



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-3790

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2018-I-3790 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 5/10/2018 4:36:30 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 5/15/2018 1:22:37 PM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Connors Rebecca |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|-------------------------|---|-----------------|
| 1. | 5/11/2018 3:05:03 PM | Tried to call [REDACTED] - left message on his voicemail with the hotline number | Rebecca.Connors |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-I-3790
Complainant's Middle Name :
Complainant's Suffix :
Complainant's Email Address :
Complainant's Telephone Number
(Secondary) :

Complainant's First Name :
Complainant's Last Name :
Complainant's Telephone :

Service Information

Service Name :
Service Address :
Service City : Cornish
Service Zip Code : 04020

Is your mailing address is
different than service address : No
Service Address
(Continued) :
Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
Utility Company Name : ELECTRICITY MAINE, LLC
Have you contacted Utility
Company? Yes

Utility/Industry Subtype : Competitive
Electricity
Providers
(CEPs)
Utility Account Number :
Date of Contact : 05/10/2018

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
Important Decision : No
Is Possible Violation : No

Disposition Type :
Comments :

Other Information

Abatement Amount(\$):

conf. # 04221805101340423 from
Electricity Maine... Chelsea (via
telephone 5/10/2018 3.45 p.m.) 3

Customer complaint :

complaints 1) rates increased [do not recall getting any notice, but I may have missed it] to well above standard offer... 2) call to terminate service with Electricity Maine took over 30 minutes... 3) was told I would have to pay \$100 early termination fee... and only when I rejected that did they relent.

What Customer wants MPUC to do?

Help all Maine consumers be aware of CEP's electricity rates vis-a-vis standard rate. Ask CMP to notify customers when any CEP's rates exceed standard rate by 2 cents/kh. Help make change in CEP more user friendly and cost free. Thanks.



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-4583

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2018-I-4583 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 6/26/2018 11:51:42 AM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 6/26/2018 11:52:15 AM |
| Appealed: | | | |
| Abatement: | 0 | Violation: | No |
| Status: | Closed | Staff Assigned for Violation: | |
| IsBusiness: | No | Assigned Staff: | Emmons Pamela |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|--------------------------|---|---------------|
| 1. | 6/26/2018 11:51:57 AM | <p>██████████ called CASD to complain about how Electricity Maine approached her for service. She said it was a door to door salesman whom she threw out of her home. She and ██████████ called CMP and Electricity Maine to be sure that ██████████ was returned to SOP. CMP records state that customer was returned to SOP. Electricity Maine advised her that they too would drop her without any termination fees. Where ██████████ service has been returned to SOP the cause of her issue was resolved. I also explained that where the cause of her complaint is resolved that I would be making a record of her concerns. I also advised her that if she receives a bill from Electricity Maine that she is to call me and I gave her my direct number. I asked her if what we discussed made sense and she replied that it did.</p> | Pamela.Emmons |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-I-4583
Complainant's Middle Name : S
Complainant's Suffix :
Complainant's Email Address :
Complainant's Telephone Number
(Secondary) :

Complainant's First Name : [REDACTED]
Complainant's Last Name : [REDACTED]
Complainant's Telephone : [REDACTED]

Service Information

Service Name :

Service Address : [REDACTED]
Service City : Scarborough
Service Zip Code : 04074

Is your mailing address is
different than service address : No
Service Address
(Continued) :
Service State : MAINE

Utility Detail

Utility/Industry Type : Electric

Utility Company Name : ELECTRICITY MAINE, LLC
Have you contacted Utility
Company? Yes

Utility/Industry Subtype : Competitive
Electricity
Providers
(CEPs)
Utility Account Number : [REDACTED]
Date of Contact : 06/26/2018

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
Important Decision : No
Is Possible Violation : No

Disposition Type :
Comments :

Other Information

Abatement Amount(\$):

[REDACTED] called CASD to complain
about how Electricity Maine approached
her for service. She said it was a door to

door salesman whom she threw out of her home. She [REDACTED] [REDACTED] called CMP and Electricity Maine to be sure that [REDACTED] was returned to SOP. CMP records state that customer was returned to SOP. Electricity Maine advised her that they too would drop her without any termination fees. Where [REDACTED] service has been returned to SOP the cause of her issue was resolved. I also explained that where the cause of her complaint is resolved that I would be making a record of her concerns. I also advised her that if she receives a bill from Electricity Maine that she is to call me and I gave her my direct number. I asked her if what we discussed made sense and she replied that it did.

Customer complaint :**What Customer wants MPUC to do?**

[REDACTED] is not happy with Electricity Maine.



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-4643

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2018-I-4643 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | CUSTOMER SERVICE |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 6/29/2018 2:13:28 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 7/12/2018 9:50:21 AM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Emmons Pamela |
| IsBusiness: | No | | |

REDACTED

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|-------------------------|--|---------------|
| 1. | 7/9/2018 4:52:51 PM | DEMOTION- [REDACTED] wanted someone to explain the billing . Case was taken by an In-take Specialist who was unable to explain the rules associated with bill payments when a customer has a CEP (i.e. waterfall). My speaking with the customer and explaining how payments are divided between the T&D and CEP resolved her concerns/confusion. [REDACTED] is going to call EM to drop the service at the conclusion of her contract. | Pamela.Emmons |
| 2. | 7/9/2018 4:47:37 PM | [REDACTED] returned my call and we discussed billing and payments and how they are applied i.e. waterfall rule. [REDACTED] makes payments however they are not for the full amount therefore her CEP gets paid the remainder of the payment. We discussed how electricity is deregulated, standard offer, and how to change to standard offer. She asked what she needed to do to return to the standard offer. I advised her she would need to speak with EM to advise she no longer wants their service. I cautioned her to check when her contract is up because there is a termination penalty. She asked if I had a number for Electricity Maine and I provided her with the number. I asked if she was satisfied with the information provided. She said yes because she isn't good with numbers and that I had clarified what's going on with her billing. I advised her that I would be closing her case and she said that was fine. | Pamela.Emmons |
| 3. | 7/9/2018 3:21:11 PM | Telephone call with our contact at EM. I was advised that the last contact with this customer was in May 2018 about making a bill payment of \$129.81. The records indicate that the customer does make monthly payments however they are not full payments. The customer presently owes the June bill of 55.12 plus July \$45.47+\$59.40 which is what has accumulated over time due to not making complete payments. | Pamela.Emmons |
| 4. | 7/9/2018 12:58:51 PM | Attachment-Email to EM asking for them to call me. I also attempted to reach [REDACTED] leaving my contact information. | Pamela.Emmons |
| 5. | 7/9/2018 12:52:11 PM | Placed second call to our contact at EM re:account number | Pamela.Emmons |
| 6. | 7/6/2018 1:28:26 PM | [REDACTED] returned my call leaving a voice message. I returned her call left her a voice message. | Pamela.Emmons |
| 7. | 7/5/2018 10:20:21 AM | I have been working this case. I called our contact at Electricity Maine to discuss [REDACTED] concerns . I left a detailed voice message for our contact. I also called [REDACTED] back and attempted to explain her bill i.e. delivery CMP and supply Electricity Maine. She asked if she could call me back because she was making breakfast. I said sure provided her with my direct number then ended the call. | Pamela.Emmons |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-I-4643
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number (Secondary) : [REDACTED]

Complainant's First Name : [REDACTED]
 Complainant's Last Name : [REDACTED]
 Complainant's Telephone : [REDACTED]

Service Information

Service Name :
 Service Address : [REDACTED]
 Service City : S. Portland
 Service Zip Code : 04106

Is your mailing address is different than service address : No
 Service Address (Continued) :
 Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility Company? Yes

Utility/Industry Subtype : Competitive Electricity Providers (CEPs)
 Utility Account Number : [REDACTED]
 Date of Contact : 06/28/2018

Other Detail

Issues : CUSTOMER SERVICE

Disposition Detail

Case Status : Open
 Important Decision : No
 Is Possible Violation : No

Disposition Type :
 Comments :

Other Information

Abatement Amount(\$):

I called EM because I got an email from them stating I owed 114.52. I paid the bill so I called them to talk with them.

Customer complaint :

When I called they couldn't find me in their system. They told me my account number was wrong and that it was too short. Something is definitely wrong. They could not find me by name, number, address or the account number I got from an email specifically from them. I would like to know what rate I am paying at as well. But I do not exist in their system. I don't trust them and now looking at all this why would I?

What Customer wants MPUC to do?

I want answers to why I am not in their system, but I am getting charged from them. If I am not in their system why am I getting bills?

| Casenumber | DocName | createdby | CreatedDate |
|-------------|-----------------------------|---------------|-------------|
| 2018-I-4643 | 2018-C-4643- [REDACTED] msg | Pamela.Emmons | 7/9/2018 |

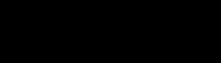
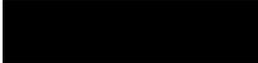
Note:-Deleted Documents are not included in the Export.

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Monday, July 09, 2018 12:57 PM
To: 'snadeau@providerpower.com'
Subject: 2018-C-4643

Sandra:

As a follow-up to my voice messages, Customer called CASD after receiving a bill from EM when customer called EM she was advised that she didn't have an account with EM. According to CMP records her account number with EM 53982. Please call me to discuss this case.


Portland, ME 04106


Thank you for your assistance-

Pamela J. Emmons

Senior Consumer Assistance Specialist

Consumer Assistance & Safety Division

Maine Public Utilities Commission

18 State House Station

Augusta, ME 04330

Hot Line Number: 800 452-4699

Direct Line 207-287-4937

Fax: 207-287-6889

pamela.emmons@maine.gov



Date :03-26-2019

Maine Public Utilities Commission

Cad Case No.2018-C-4657

-----CAD case Metadata-----

| | | | |
|-------------------------------|-----------------------------------|--------------------------------------|----------------------|
| Case Number: | 2018-C-4657 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 7/2/2018 10:37:45 AM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | UTILITY PROVIDED ADEQUATE SERVICE | Disposition Date: | 3/26/2019 4:20:00 PM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Nadeau Rolanda |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|--------------------------|---|----------------|
| 1. | 3/26/2019 4:18:49 PM | Sent resolution letter via USPS to [REDACTED] and emailed copy to EM. ATTACHED closing as resolved. | Rolanda.Nadeau |
| 2. | 3/26/2019 1:50:52 PM | Received info request from EM ATTACHED | Rolanda.Nadeau |
| 3. | 3/26/2019 12:59:57 PM | Second request for info sent to EM ATTACHED | Rolanda.Nadeau |
| 4. | 3/18/2019 12:55:45 PM | Additional info request made of EM ATTACHED | Rolanda.Nadeau |
| 5. | 3/12/2019 9:40:20 AM | Additional information received from EM ATTACHED | Rolanda.Nadeau |
| 6. | 3/11/2019 9:17:44 AM | Info received from EM ATTACHED | Rolanda.Nadeau |
| 7. | 2/25/2019 1:07:17 PM | Info requested from Electricity Maine. ATTACHED | Rolanda.Nadeau |
| 8. | 2/25/2019 8:57:53 AM | Received info from CMP ATTACHED She was enrolled with EM from 02/15/2015 and ended on 07/03/2018. | Rolanda.Nadeau |
| 9. | 2/21/2019 2:04:01 PM | Email sent to CMP requesting info re: [REDACTED] history of enrollment with EM. ATTACHED | Rolanda.Nadeau |
| 10. | 2/21/2019 1:51:42 PM | I contacted [REDACTED] who stated she does not pay EM and they don't speak to her. When I asked if this is still something that she needs the PUC to look into she said yes. I will made contact with CMP and EM to get the actual story. In the meantime I will open it s a complaint. | Rolanda.Nadeau |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-C-4657
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :

Complainant's First Name : [REDACTED]
 Complainant's Last Name : [REDACTED]
 Complainant's Telephone : [REDACTED]

Service Information

Service Name : Is your mailing address is different than service address : No
 Service Address : [REDACTED] Service Address (Continued) :
 Service City : Rumford Service State : MAINE
 Service Zip Code : 04276

Utility Detail

Utility/Industry Type : Electric Utility/Industry Subtype : CEPs
 Utility Company Name : ELECTRICITY MAINE, LLC Utility Account Number : [REDACTED]
 Have you contacted Utility Company? Yes Date of Contact : 06/04/2018

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open Disposition Type : UTILITY PROVIDED ADEQUATE SERVICE
 Important Decision : No Comments :
 Is Possible Violation : No

Other Information

Abatement Amount(\$):

Customer complaint :

Three months ago
Electricity Maine came to
my house and tried to
get me to sign up and I
told them I was not
interested. The gentleman
asked me to talk to
someone on the phone
and I told them I was not
interested. They went
ahead and signed me up
anyway it looks like. I
should not have a
contract with them. This
is outrageous. When I
call them they are rude
and pushy. Electricity
Maine said they would
cancel my service that I
never signed up for in
the first place. but I got a
letter stating they are
renewing my contract. I
am beyond frustrated at
this point.

**What Customer wants MPUC to
do?**

Please look into and
make sure my account
with them is no more. I
don't know how they
could get away with
signing me up when I
never agreed to any of it.
I even kicked the man
out of my house.

Poetzsch, Kathy

From: Nadeau, Rolanda
Sent: Thursday, February 21, 2019 2:00 PM
To: customerservicequality@cmpco.com
Subject: Data Request [REDACTED]

[REDACTED]
CMP Account: [REDACTED]

The above customer has filed a case against Electricity Maine. The customer is not very clear in her story. Prior to my contacting EM would you please review her account and advise me if she currently has service with them or did she ever have supply service from them prior to June 2018? Please provide start and end dates of her service with them.

Thank you for your assistance with this matter.

Rolanda Nadeau
Senior Consumer Assistance Specialist

207 592-2750

Poetzsch, Kathy

From: Souzer, Tabitha <Tabitha.Souzer@cmpco.com>
Sent: Friday, February 22, 2019 8:34 AM
To: Nadeau, Rolanda
Cc: Arnold, Darryl
Subject: RE: Data Request [REDACTED]

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Rolanda,

This customer started with Electricity Maine on 2/15/12, and ended with them on 7/13/18. Please let me know if you need anything else.

Thanks,
Tabitha



Tabitha Souzer
Lead Analyst, Customer Service Quality

83 Edison Dr
Telephone 207-629-2295
Tabitha.Souzer@cmpco.com



In the interest of the environment,
please print only if necessary and recycle.

From: Nadeau, Rolanda [mailto:Rolanda.Nadeau@maine.gov]
Sent: Thursday, February 21, 2019 2:00 PM
To: Customer Service Quality
Subject: Data Request [REDACTED]

*** EXTERNAL email. Please be cautious and evaluate before you click on links, open attachments, or provide credentials. ***
*** EXTERNAL email. Por favor, tenga precaución y evalúe el mensaje antes de hacer click en enlaces, abrir anexos o introducir credenciales. ***

[REDACTED]
CMP Account: [REDACTED]

The above customer has filed a case against Electricity Maine. The customer is not very clear in her story. Prior to my contacting EM would you please review her account and advise me if she currently has service with them or did she ever have supply service from them prior to June 2018? Please provide start and end dates of her service with them.

Thank you for your assistance with this matter.

Rolanda Nadeau
Senior Consumer Assistance Specialist

207 592-2750

=====

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=====

Poetzsch, Kathy

From: Nadeau, Rolanda
Sent: Monday, February 25, 2019 1:05 PM
To: consumeraffairs@sparkenergy.com
Subject: CASD Case 2018-C-4657

[REDACTED]
[REDACTED]
Rumford, Maine 04276
[REDACTED]

[REDACTED] complaint has to do with how she was contacted to become a customer with Electricity Maine. It is not clear to me if she was already a customer and she was receiving renewal information or if she was being contacted as a new customer. I believe she was a customer from February 15, 2015 until July 3, 2018.

This case has been transferred to my current work queue. It appears the case was opened on July 2, 2018. However, there is no record of a data request being made to Electricity Maine. In order to assist me in my investigation please provide the following information as soon as possible, but no later than end of day on **Monday, March 11, 2019**.

Please provide information on dates of service she was a customer of Electricity Maine.
Submit a copy of the most recent renewal letter that was sent to [REDACTED]
The start date and end date of her most recent contracted service.
Contact notes between Electricity Maine and [REDACTED] for the last 24 months you have on file.
Any information you have concerning any marketing visits or calls made to [REDACTED] around the date range of April 2018 to July 2018.

Please provide any other information you believe is pertinent to this case.

Thank you for your assistance.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission

207 592-2750

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Friday, March 08, 2019 6:25 PM
To: Nadeau, Rolanda
Subject: RE: CASD Case 2018-C-4657

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case #2018-C-4657.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint with the ME Public Utility Commission ("MEPUC") because she is unsure if she has EME as a supplier.

Please be aware that EME's records reflect that [REDACTED] electric account has been active since 09/16/2013 and terminated on 07/13/2018. Furthermore, due to record retention, EME no longer possesses the TPV, Welcome Letter or Contract Expiration Notices that were sent to [REDACTED]. Furthermore, [REDACTED] has been with EME for approximately five (5) years and has not objected or disputed any supplier charges which appeared on her monthly statements. For this reason, EME has deemed the enrollment valid with no credits or adjustments warranted.

Lastly, as is stands, [REDACTED] electric account became inactive with EME on 07/13/2018, a date solely determined by the utility and not EME.

Please let me know if you have any further questions or concerns.

Best regards,
Edwin Quinonez



Edwin Quinonez | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

equinonez@providerpower.com | <https://www.providerpower.com>

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From: Nadeau, Rolanda <Rolanda.Nadeau@maine.gov>
Sent: Monday, February 25, 2019 12:05 PM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] CASD Case 2018-C-4657

[REDACTED]
[REDACTED]
Rumford, Maine 04276
[REDACTED]

[REDACTED] complaint has to do with how she was contacted to become a customer with Electricity Maine. It is not clear to me if she was already a customer and she was receiving renewal information or if she was being contacted as a new customer. I believe she was a customer from February 15, 2015 until July 3, 2018.

This case has been transferred to my current work queue. It appears the case was opened on July 2, 2018. However, there is no record of a data request being made to Electricity Maine. In order to assist me in my investigation please provide the following information as soon as possible, but no later than end of day on **Monday, March 11, 2019**.

Please provide information on dates of service she was a customer of Electricity Maine.
Submit a copy of the most recent renewal letter that was sent to [REDACTED].
The start date and end date of her most recent contracted service.
Contact notes between Electricity Maine and [REDACTED] for the last 24 months you have on file.
Any information you have concerning any marketing visits or calls made to [REDACTED] around the date range of April 2018 to July 2018.

Please provide any other information you believe is pertinent to this case.

Thank you for your assistance.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission

207 592-2750

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Monday, March 11, 2019 6:47 PM
To: Nadeau, Rolanda
Subject: RE: CASD Case 2018-C-4657

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

Please be aware that EME's records do not reflect any D2D or telephonic solicitation done to [REDACTED] however, [REDACTED] information has been added to our internal "Do Not Call" as well as our "Do Not Knock" list.

Please let me know if you have further concerns,

Thank you,
Edwin Quinonez

From: Nadeau, Rolanda <Rolanda.Nadeau@maine.gov>
Sent: Monday, March 11, 2019 8:16 AM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: CASD Case 2018-C-4657

Thank you for your response. Would you have any way of knowing if she had been contacted by your sales marketing campaign?

Part of her complaint was that someone came to her house and was very pushy and had her talk to someone on the phone. This would have occurred sometime around April or May of 2018.

Thank you for your assistance.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission

207 592-2750

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Friday, March 8, 2019 6:25 PM
To: Nadeau, Rolanda <Rolanda.Nadeau@maine.gov>
Subject: RE: CASD Case 2018-C-4657

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case #2018-C-4657.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint with the ME Public Utility Commission ("MEPUC") because she is unsure if she has EME as a supplier.

Please be aware that EME's records reflect that [REDACTED] electric account has been active since 09/16/2013 and terminated on 07/13/2018. Furthermore, due to record retention, EME no longer possesses the TPV, Welcome Letter or Contract Expiration Notices that were sent to [REDACTED]. Furthermore, [REDACTED] has been with EME for approximately five (5) years and has not objected or disputed any supplier charges which appeared on her monthly statements. For this reason, EME has deemed the enrollment valid with no credits or adjustments warranted.

Lastly, as is stands, [REDACTED] electric account became inactive with EME on 07/13/2018, a date solely determined by the utility and not EME.

Please let me know if you have any further questions or concerns.

Best regards,
Edwin Quinonez



Edwin Quinonez | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

equinonez@providerpower.com | <https://www.providerpower.com>

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From: Nadeau, Rolanda <Rolanda.Nadeau@maine.gov>
Sent: Monday, February 25, 2019 12:05 PM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] CASD Case 2018-C-4657

[REDACTED]

[REDACTED]
Rumford, Maine 04276

[REDACTED]

[REDACTED] complaint has to do with how she was contacted to become a customer with Electricity Maine. It is not clear to me if she was already a customer and she was receiving renewal information or if she was being contacted as a new customer. I believe she was a customer from February 15, 2015 until July 3, 2018.

REDACTED

This case has been transferred to my current work queue. It appears the case was opened on July 2, 2018. However, there is no record of a data request being made to Electricity Maine. In order to assist me in my investigation please provide the following information as soon as possible, but no later than end of day on **Monday, March 11, 2019**.

Please provide information on dates of service she was a customer of Electricity Maine.

Submit a copy of the most recent renewal letter that was sent to [REDACTED]

The start date and end date of her most recent contracted service.

Contact notes between Electricity Maine and [REDACTED] for the last 24 months you have on file.

Any information you have concerning any marketing visits or calls made to [REDACTED] around the date range of April 2018 to July 2018.

Please provide any other information you believe is pertinent to this case.

Thank you for your assistance.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission

207 592-2750

Poetzsch, Kathy

From: Nadeau, Rolanda
Sent: Monday, March 18, 2019 12:55 PM
To: 'Customer Concerns'
Subject: CASD Case 2018-C-4657 Continued

[REDACTED]

[REDACTED]

I had thought I had all the information I needed. However, there have been more questions that have come to light.

Firstly, most of your responses have the wording such as follows.

[REDACTED] *electric account became inactive with EME on 07/13/2018, a date solely determined by the utility and not EME.*

What do you mean by , "a date solely determined by the utility and not EME"? do you mean that the request to cancel can from the utility or that the date of cancellation is based upon the utilities billing schedule? Or does it mean something else?

1. Please provide the copy of the contract expiration/renewal letter that [REDACTED] most recent service in 2018 was based upon.
2. Was the end of service due to a request to non-renew or was there a request to cancel mid-contract? Did the request come from [REDACTED]?
3. Please provide any contact notes you have with [REDACTED]

Hopefully, this information will clarify everything for this case.

Thank you for your continued assistance.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission

207 592-2750

Poetzsch, Kathy

From: Nadeau, Rolanda
Sent: Tuesday, March 26, 2019 12:58 PM
To: 'Customer Concerns'
Subject: RE: CASD Case 2018-C-4657 Continued 2nd Request

Good afternoon.

Please note that to date, I have not received the requested information below. Would you please get this to me as soon as possible?

Thank you.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission

207 592-2750

From: Nadeau, Rolanda
Sent: Monday, March 18, 2019 12:55 PM
To: 'Customer Concerns' <customerconcerns@sparkenergy.com>
Subject: CASD Case 2018-C-4657 Continued

[REDACTED]

[REDACTED]

I had thought I had all the information I needed. However, there have been more questions that have come to light.

Firstly, most of your responses have the wording such as follows.

[REDACTED] *electric account became inactive with EME on 07/13/2018, a date solely determined by the utility and not EME.*

What do you mean by , "a date solely determined by the utility and not EME"? do you mean that the request to cancel can from the utility or that the date of cancellation is based upon the utilities billing schedule? Or does it mean something else?

1. Please provide the copy of the contract expiration/renewal letter that [REDACTED] most recent service in 2018 was based upon.
2. Was the end of service due to a request to non-renew or was there a request to cancel mid-contract? Did the request come from [REDACTED]?
3. Please provide any contact notes you have with [REDACTED].

Hopefully, this information will clarify everything for this case.

Thank you for your continued assistance.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission

207 592-2750

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Tuesday, March 26, 2019 1:23 PM
To: Nadeau, Rolanda
Subject: RE: CASD Case 2018-C-4657 Continued 2nd Request

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Ms. Nadeau,

Thank you for allowing me to address your additional concerns.

Unfortunately, EME is unable to locate the most recent Contract Expiration Notice that was sent to [REDACTED]. Additionally the account became inactive per the customer's request not to renew.

Please be aware that when EME states that the termination date is solely determined by the utility is all based on the utility's billing schedule. I have attached the account notes below for your review.

Main Svc Locations Billing Pmts/Charges Transactions Correspondence

Search | New Correspondence | New Support Ticket | Delete Correspondence/Tickets | Records Per Page 100

| Ticket Number | Date | Correspondence/Ticket | UserID | Type | Follow Up | Notes |
|----------------------------------|---------------------|-----------------------|--------------|------------|------------|--|
| <input type="checkbox"/> 2623585 | 03/26/2019 13:15:05 | Correspondence | equinonez | UTR | 03/26/2019 | Account accessed by user equinonez |
| <input type="checkbox"/> 2615460 | 03/18/2019 14:44:51 | Correspondence | ennabuife | UTR | 03/18/2019 | Account accessed by user ennabuife |
| <input type="checkbox"/> 2615441 | 03/18/2019 14:23:42 | Correspondence | equinonez | UTR | 03/18/2019 | Account accessed by user equinonez |
| <input type="checkbox"/> 2612483 | 03/08/2019 18:28:30 | Correspondence | equinonez | AcctAdjust | | ***Regulatory Response***To Whom This May Concern you for bringing [REDACTED] concern to our attention the ME Public Utility Commission ("MEPUC") because it reflect that [REDACTED] electric account has been in retention, EME no longer possesses the TPV, Welcome [REDACTED] has been with EME for approximately five on her monthly statements. For this reason, EME has stands, [REDACTED] electric account became inactive. Please let me know if you have any further questions. |
| <input type="checkbox"/> 2612482 | 03/08/2019 18:28:24 | Correspondence | equinonez | UTR | 03/08/2019 | Account accessed by user equinonez |
| <input type="checkbox"/> 2612470 | 03/08/2019 16:58:46 | Correspondence | equinonez | UTR | 03/08/2019 | Account accessed by user equinonez |
| <input type="checkbox"/> 2612401 | 03/08/2019 15:40:34 | Correspondence | equinonez | UTR | 03/08/2019 | Account accessed by user equinonez |
| <input type="checkbox"/> 2612348 | 03/08/2019 15:01:04 | Correspondence | vmadrigal | UTR | 03/08/2019 | Account accessed by user vmadrigal |
| <input type="checkbox"/> 2611489 | 03/07/2019 13:47:03 | Correspondence | equinonez | UTR | 03/07/2019 | Account accessed by user equinonez |
| <input type="checkbox"/> 2611443 | 03/07/2019 12:56:10 | Correspondence | equinonez | UTR | 03/07/2019 | Account accessed by user equinonez |
| <input type="checkbox"/> 2603248 | 02/26/2019 11:01:20 | Correspondence | equinonez | AcctAdjust | | ***MPUC Complaint Received*** [REDACTED] 421 C to do with how she was contacted to become a customer she was receiving renewal information or if she was on 15, 2015 until July 3, 2018. This case has been transferred. However, there is no record of a data request being provided following information as soon as possible, but no later than the start date and end date of her most recent contract. How many months you have on file. Any information you have on file of April 2018 to July 2018. Please provide any other information. |
| <input type="checkbox"/> 2603239 | 02/26/2019 11:00:45 | Correspondence | equinonez | UTR | 02/26/2019 | Account accessed by user equinonez |
| <input type="checkbox"/> 2380443 | 07/25/2018 08:57:50 | Correspondence | Provider_API | MIS | 07/28/2018 | Category:RenewLettrLogdate: 07/28/2018 User: dku |
| <input type="checkbox"/> 2378984 | 07/25/2018 08:55:16 | Correspondence | Provider_API | MIS | 07/02/2018 | Category:PILogdate: 07/02/2018 User: vmadrigal. No fraud, I explained to her had an account since 2013, sent given since hung up, if call back provide conf #, NFA |
| <input type="checkbox"/> 2244239 | 07/25/2018 04:48:04 | Correspondence | Provider_API | MIS | 07/29/2017 | Category:RenewLettr2Logdate: 07/29/2017 User: dku |
| <input type="checkbox"/> 2231911 | 07/25/2018 04:25:52 | Correspondence | Provider_API | MIS | 06/29/2017 | Category:RenewLettr2Logdate: 06/29/2017 User: dku |
| <input type="checkbox"/> 2229459 | 07/25/2018 04:21:32 | Correspondence | Provider_API | MIS | 06/28/2017 | Category:RenewLettrLogdate: 06/28/2017 User: dku |

REDACTED

| | | | | | | | |
|--------------------------|--------------|------------------------|----------------|--------------|---------------------|------------|---|
| <input type="checkbox"/> | 2378984 | 07/25/2018 08:55:16 | Correspondence | Provider_API | MIS | 07/02/2018 | Category:PILogdate: 07/02/2018 User: vmadrigal . Note: fraud, I explained to her had an acc since 2013, sent given since hung up, if call back provide conf#, NFAT |
| <input type="checkbox"/> | 2244239 | 07/25/2018 04:48:04 | Correspondence | Provider_API | MIS | 07/29/2017 | Category:RenewLetr2Logdate: 07/29/2017 User: dkue |
| <input type="checkbox"/> | 2231911 | 07/25/2018 04:25:52 | Correspondence | Provider_API | MIS | 06/29/2017 | Category:RenewLetr2Logdate: 06/29/2017 User: dkue |
| <input type="checkbox"/> | 2229459 | 07/25/2018 04:21:32 | Correspondence | Provider_API | MIS | 06/28/2017 | Category:RenewLetrLogdate: 06/28/2017 User: dkue |
| <input type="checkbox"/> | 2171310 | 07/25/2018 02:36:37 | Correspondence | Provider_API | MIS | 02/23/2017 | Category:PILogdate: 02/23/2017 User: aborland . Note: February invoice there is no past due. Cust stated she but she is on lowest rate we have of 6.35 until August |
| <input type="checkbox"/> | 1885744 | 07/24/2018 17:58:54 | Correspondence | Provider_API | MIS | 08/22/2016 | Category:Save6.35Logdate: 08/22/2016 User: jmorgan |
| <input type="checkbox"/> | 1482600 | 07/24/2018 05:38:09 | Correspondence | Provider_API | MIS | 10/01/2014 | Category:RenewLetrLogdate: 10/01/2014 User: dkue |
| <input type="checkbox"/> | 1243366 | 07/23/2018 22:21:24 | Correspondence | Provider_API | MIS | 10/18/2013 | Category:RenewLetrLogdate: 10/18/2013 User: ahennings |
| <input type="checkbox"/> | 1065310 | 07/23/2018 16:57:54 | Correspondence | Provider_API | MIS | 02/26/2013 | Category:StopDrop35Logdate: 02/26/2013 User: AUTO |
| <input type="checkbox"/> | 1058757 | 07/23/2018 16:40:16 | Correspondence | Provider_API | MIS | 02/06/2013 | Category:RenewLetrLogdate: 02/06/2013 User: ahennings |
| <input type="checkbox"/> | 973021 | 07/23/2018 14:00:49 | Correspondence | Provider_API | MIS | 11/09/2012 | Category:PILogdate: 11/09/2012 User: Istpierre . Note: [REDACTED] called in to cancel, offered to rene drop, Drop Request Tracking Number = 04221807021; NFAT |
| <input type="checkbox"/> | 948850 | 07/02/2018 10:48:30 | Correspondence | vmadrigal | AcctAdjust | | |
| <input type="checkbox"/> | 514982 | 08/22/2016 13:30:02 | Correspondence | jmorgan | RateChange | | home address email removed at customer request |
| <input type="checkbox"/> | 16235-485294 | 08/22/2016 13:29:05 | Support Ticket | jmorgan | Rate Change Request | | 6.35 @12mos |
| <input type="checkbox"/> | 170900 | 02/26/2013 14:39:00 | Correspondence | AUTO | StopDrop35 | | Previously flagged as StopDropSO. |
| <input type="checkbox"/> | 202328 | 02/06/2013 00:00:00 | Correspondence | ahennings | RenewLetr | | [REDACTED] |
| <input type="checkbox"/> | 41731 | 11/09/2012 10:55:00 | Correspondence | Istpierre | PI | | Payment has been delayed but sent to CMP. |
| <input type="checkbox"/> | 16211 | 10/29/2012 00:00:00 | Correspondence | AUTO | RateChgReq | | BASIC |
| <input type="checkbox"/> | 16212 | 10/29/2012 00:00:00 | Correspondence | AUTO | NOTSO | | Letter |

Please let me know if you have additional concerns regarding this matter.

Best Regards,

Edwin Quinonez,



Edwin Quinonez | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

equinonez@providerpower.com | <https://www.providerpower.com>

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REDACTED

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From: Nadeau, Rolanda <Rolanda.Nadeau@maine.gov>
Sent: Tuesday, March 26, 2019 11:58 AM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: CASD Case 2018-C-4657 Continued 2nd Request

Good afternoon.

Please note that to date, I have not received the requested information below. Would you please get this to me as soon as possible?

Thank you.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission

207 592-2750

From: Nadeau, Rolanda
Sent: Monday, March 18, 2019 12:55 PM
To: 'Customer Concerns' <customerconcerns@sparkenergy.com>
Subject: CASD Case 2018-C-4657 Continued

[REDACTED]

[REDACTED]

I had thought I had all the information I needed. However, there have been more questions that have come to light.

Firstly, most of your responses have the wording such as follows.

[REDACTED] *electric account became inactive with EME on 07/13/2018, a date solely determined by the utility and not EME.*

What do you mean by , "a date solely determined by the utility and not EME"? do you mean that the request to cancel can from the utility or that the date of cancellation is based upon the utilities billing schedule? Or does it mean something else?

1. Please provide the copy of the contract expiration/renewal letter that [REDACTED] most recent service in 2018 was based upon.
2. Was the end of service due to a request to non-renew or was there a request to cancel mid-contract? Did the request come from [REDACTED]?
3. Please provide any contact notes you have with [REDACTED].

Hopefully, this information will clarify everything for this case.

Thank you for your continued assistance.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission

207 592-2750



STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Mark A. Vannoy
CHAIRMAN

Harry Lanphear
ADMINISTRATIVE DIRECTOR

R. Bruce Williamson
Randall D. Davis
COMMISSIONERS

March 27, 2019

[REDACTED]

Rumford, ME 04276

RE: CASD Case: 2018-C-4657 – Electricity Maine, LLC (EM)
Account Number: [REDACTED]

Dear [REDACTED]:

On July 2, 2018, you contacted the Consumer Assistance & Safety Division (CASD) because you had been solicited by EM and considered it to be an unpleasant experience and believed you had been renewed against your wishes. You asked the CASD for assistance.

I contacted EM with your concerns. EM shared your account information with me. You had active service with them since September 16, 2013 until July 13, 2018. It appears from their customer contact records you were sent a contract expiration/renewal letter. You contacted EM and your account was not renewed.

EM's records do not reflect any door to door or telephonic solicitation, however, your information has been added to EM's internal "Do Not Call" as well as their "Do Not Knock" list.

Your concerns regarding EM's solicitation process is understood. The case will remain as a permanent record at the PUC. This case is being closed as resolved as your contract was not renewed by EM per your wishes.

If you have any questions about this case, I am available by telephone weekdays at 207-592-2750. If you reach my voicemail, please leave your name, telephone number, the CASD Case Number shown above, and the reason for your call. If you prefer, you can reach me either by mail at: Maine Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018, or by e-mail at rolanda.nadeau@maine.gov.

Sincerely,

Rolanda Nadeau
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division

cc: Electricity Maine, LLC (via email)

| Casenumbr | DocName | createdby | CreatedDate | |
|-------------|-------------|----------------------|----------------|-----------|
| 2018-C-4657 | 2018-C-4657 | CMP Data Request.msg | Rolanda.Nadeau | 2/21/2019 |
| 2018-C-4657 | 2018-C-4657 | Rec Info CMP.msg | Rolanda.Nadeau | 2/25/2019 |
| 2018-C-4657 | 2018-C-4657 | Info Req.msg | Rolanda.Nadeau | 2/25/2019 |
| 2018-C-4657 | 2018-C-4657 | Info Rec.msg | Rolanda.Nadeau | 3/11/2019 |
| 2018-C-4657 | 2018-C-4657 | No Solicitating.msg | Rolanda.Nadeau | 3/12/2019 |
| 2018-C-4657 | 2018-C-4657 | Continued.msg | Rolanda.Nadeau | 3/18/2019 |
| 2018-C-4657 | 2018-C-4657 | 2nd Request.msg | Rolanda.Nadeau | 3/26/2019 |
| 2018-C-4657 | 2018-C-4657 | Rec Addl Info.msg | Rolanda.Nadeau | 3/26/2019 |
| 2018-C-4657 | 2018-C-4657 | Res Ltr.docx | Rolanda.Nadeau | 3/26/2019 |

Note:-Deleted Documents are not included in the Export.



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-5337

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2018-I-5337 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 8/1/2018 12:37:54 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 8/1/2018 12:40:05 PM |
| Appealed: | | | |
| Abatement: | 0 | Violation: | No |
| Status: | Closed | Staff Assigned for Violation: | |
| IsBusiness: | No | Assigned Staff: | Emmons Pamela |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|-------------------------|---|---------------|
| 1. | 8/1/2018 12:39:01 PM | Attachment-copy of letter | Pamela.Emmons |
| 2. | 8/1/2018 12:38:08 PM | <p>██████████ cc'd MPUC a letter that he sent to CMP about returning to SOP. The letter states that he had contact Electricity Maine (EM) sometime between late May/early June asking to be returned to SOP. I pulled his account up in Smartcare and see that on July 16, 2018 he was dropped from EM and on July 17, 2018 he was placed on the SOP. I then called him to advise him of the same. I asked if he would like me to investigate EM for him and he replied no. I also stated that MPUC would have a permanent record of his concerns and he said that was not necessary that he is satisfied knowing that he's returned to SOP. He thank me for calling then ended the call.</p> | Pamela.Emmons |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-I-5337
Complainant's Middle Name :
Complainant's Suffix :
Complainant's Email Address :
Complainant's Telephone Number
(Secondary) :

Complainant's First Name : [REDACTED]
Complainant's Last Name : [REDACTED]
Complainant's Telephone : [REDACTED]

Service Information

Service Name :
Service Address : [REDACTED]
Service City : Mason Township
Service Zip Code : 04217-[REDACTED]

Is your mailing address is
different than service address : No
Service Address
(Continued) :
Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
Utility Company Name : ELECTRICITY MAINE, LLC
Have you contacted Utility
Company? Yes

Utility/Industry Subtype : Competitive
Electricity
Providers
(CEPs)
Utility Account Number : [REDACTED]
Date of Contact : 06/04/2018

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open
Important Decision : No
Is Possible Violation : No

Disposition Type :
Comments :

Other Information

Abatement Amount(\$):

[REDACTED] cc'd MPUC a letter that he
sent to CMP about returning to SOP.
The letter states that he had contact

Customer complaint :

Electricity Maine (EM) sometime between late May/early June asking to be returned to SOP. I pulled his account up in Smartcare and see that on July 16, 2018 he was dropped from EM and on July 17, 2018 he was placed on the SOP. I then called him to advise him of the same. I asked if he would like me to investigate EM for him and he replied no. I also stated that MPUC would have a permanent record of his concerns and he said that was not necessary that he is satisfied knowing that he's returned to SOP. He thank me for calling then ended the call.

What Customer wants MPUC to do?

| Casenumbr | DocName | createdby | CreatedDate |
|-------------|-------------------------------|---------------|-------------|
| 2018-I-5337 | Correspondence [REDACTED] msg | Pamela.Emmons | 8/1/2018 |

Note:-Deleted Documents are not included in the Export.

Poetzsch, Kathy

From: mpucpuh1pr-7001-2@maine.gov
Sent: Wednesday, August 01, 2018 12:42 PM
To: Emmons, Pamela
Subject: Message from "RNP002673DD517A"
Attachments: 20180801124205914.pdf

This E-mail was sent from "RNP002673DD517A" (MP 7503).

Scan Date: 08.01.2018 12:42:05 (-0400)
Queries to: mpucpuh1pr-7001-2@maine.gov



Mason Twp., ME 04217

DATE> 27 July, 2018

RECEIVED
2018 JUL 30 A 9 15
MAINE PUBLIC
UTIL. COMM.

TO: CMP Customer Service

83 Edison Drive

Augusta, ME 04336

SUBJECT: COMPLAINT ABOUT ELECTRICITY MAINE PRICE HIKES

I signed up with Electricity Maine several years ago at a very reasonable price of about 0.07 C per KW of electricity used in my home. After the initial contract expired my electricity price nearly doubled and has remained so since. I phoned Electricity Maine in November or December, 2017 and requested that I be released from that contract and switched back to standard electricity rates through CMP. I was told at that time that I couldn't change electricity suppliers until the end of my current contract, which was supposed to be up at the end of May or June, 2018 and was told to phone again at that time, and they would switch me to standard rate service.

836-2802
Ⓟ

I phoned Electricity Maine around the end of May or early June, 2018 and requested that my electricity service provider be switched to standard electricity rates through CMP. Yesterday, I received my July statement from CMP, and that showed that Electricity Maine (Account Number: [REDACTED]) is still the provider of home electric power. I now hereby request in writing that my electricity provider be switched to the standard provider rates through CMP ASAP.

Sincerely,



Copy to: Electricity Maine LLC, & MAINE PUC



Date :03-26-2019

Maine Public Utilities Commission

Cad Case No.2018-I-5468

-----CAD case Metadata-----

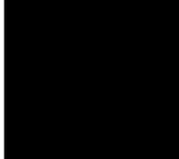
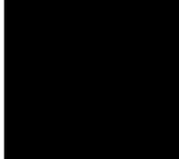
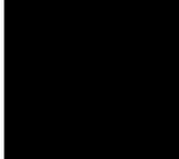
| | | | |
|-------------------------------|------------------------|--------------------------------------|----------------------|
| Case Number: | 2018-I-5468 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 8/6/2018 4:10:14 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | | Disposition Date: | 2/5/2019 9:39:11 AM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Pierce Sheila |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|--------------|------------------------|---|-------------------|
| 1. | 8/6/2018 4:10:59 PM | I told him that, based on the last message he left, he should give them until the end of the day to see if they call him back. If they don't, he will call MPUC back tomorrow. If he calls back, upgrade to a complaint and assign to specialist. | Sheila.Pierce |

-----CAD Case Details-----

-Complainant's Information

| | | | |
|--|-------------|----------------------------|---|
| Case Number : | 2018-I-5468 | Complainant's First Name : |  |
| Complainant's Middle Name : | | Complainant's Last Name : |  |
| Complainant's Suffix : | | Complainant's Telephone : |  |
| Complainant's Email Address : | | | |
| Complainant's Telephone Number (Secondary) : | | | |

Service Information

| | | | |
|--------------------|-------|---|-------|
| Service Name : | | Is your mailing address is different than service address : | No |
| Service Address : | aaa | Service Address (Continued) : | |
| Service City : | aaa | Service State : | MAINE |
| Service Zip Code : | 11111 | | |

Utility Detail

| | | | |
|---------------------------------------|------------------------|----------------------------|------------|
| Utility/Industry Type : | Electric | Utility/Industry Subtype : | CEPs |
| Utility Company Name : | ELECTRICITY MAINE, LLC | Utility Account Number : | |
| Have you contacted Utility Company? : | Yes | Date of Contact : | 08/06/2018 |

Other Detail

Issues : CEP Terms of Service

Disposition Detail

| | | | |
|-------------------------|------|--------------------|--|
| Case Status : | Open | Disposition Type : | |
| Important Decision : | No | Comments : | |
| Is Possible Violation : | No | | |

Other Information

Abatement Amount(\$):

Customer cancelled his contract with Electricity

Maine in March and has the confirmation number for that cancellation. However, last week he received a renewal notice from Electricity Maine and they are still listed on his CMP bill. He called them on Thursday and left a message with the receptionist to have someone call them. She said someone would get back to him within 24-48 hours. He also said he called today and left a message that if he didn't hear from them today - or if they just were going to drag this out for six months - not to bother calling as he would call the MPUC. .

Customer complaint :

What Customer wants MPUC to do?

Contact Electricity Maine if customer calls back



Date :03-26-2019

Maine Public Utilities Commission

Cad Case No.2018-I-5987

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|-------------------------|
| Case Number: | 2018-I-5987 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | DISPUTED BILLS/PAYMENTS |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 8/23/2018 2:42:40 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | | Disposition Date: | 8/30/2018 11:24:27 AM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Pierce Sheila |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|--------------------------|--|---------------|
| 1. | 8/30/2018 11:24:06 AM | Customer has not called back to follow up on his complaint so I am assuming the matter is resolved and I am closing the case. | Sheila.Pierce |
| 2. | 8/23/2018 2:45:41 PM | Customer was very angry and initially stated he refused to call Electricity Maine because they were nothing but a "bunch of crooks". I explained that we cannot take a complaint against a utility unless they are given the opportunity to fix the problem first. He agreed to call them. He will call us back if he is not satisfied with their response and then we can take a complaint. | Sheila.Pierce |
| 3. | 8/23/2018 2:44:05 PM | See previous case - related to this one 2018-I-0268. | Sheila.Pierce |

-----CAD Case Details-----

-Complainant's Information

Case Number : 2018-I-5987
 Complainant's Middle Name :

Complainant's First Name :
 Complainant's Last Name :



Complainant's Suffix :

Complainant's Telephone :

Complainant's Email Address :
 Complainant's Telephone Number
 (Secondary) :

Service Information

Service Name :

Is your mailing address is
 different than service address : No

Service Address :



Service Address
 (Continued) :

Service City : Saco
 Service Zip Code : 04072

Service State : MAINE

Utility Detail

Utility/Industry Type : Electric
 Utility Company Name : ELECTRICITY MAINE, LLC
 Have you contacted Utility
 Company? No

Utility/Industry Subtype : CEPs
 Utility Account Number :
 Date of Contact :

Other Detail

Issues : DISPUTED BILLS/PAYMENTS

Disposition Detail

Case Status : Open
 Important Decision : No
 Is Possible Violation : No

Disposition Type :
 Comments :

Other Information

Abatement Amount(\$):

Customer received a bill for

Customer complaint : \$100.00 from Electricity
Maine - he states he cancelled
during the renewal period
and should not have a bill
from them. He also states
that the bill states that the
service was for [REDACTED]
[REDACTED] and he lives at [REDACTED]
[REDACTED]

What Customer wants MPUC to do? He wants to get this \$100.00
bill voided



Date :09-13-2018

Maine Public Utilities Commission

Cad Case No.2018-I-6281

-----CAD case Metadata-----

| | | | |
|-------------------------------|------------------------|--------------------------------------|--|
| Case Number: | 2018-I-6281 | Customer/Business Name: | [REDACTED] |
| Case Type: | Information Contact | Case SubType: | Non Cad PUC Topic |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 9/11/2018 2:10:01 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | Competitive Electricity Providers (CEPs) |
| Disposition Type: | | Disposition Date: | 9/11/2018 2:12:48 PM |
| Appealed: | | | |
| Abatement: | 0 | Violation: | No |
| Status: | Closed | Staff Assigned for Violation: | |
| IsBusiness: | No | Assigned Staff: | Carpenter Jenyfer |

-----CAD Case Details-----

-Complainant's Information

| | | | |
|--|-------------|----------------------------|------------|
| Case Number : | 2018-I-6281 | Complainant's First Name : | [REDACTED] |
| Complainant's Middle Name : | | Complainant's Last Name : | [REDACTED] |
| Complainant's Suffix : | | Complainant's Telephone : | [REDACTED] |
| Complainant's Email Address : | | | |
| Complainant's Telephone Number (Secondary) : | | | |

Service Information

| | | | |
|--------------------|------------|---|-------|
| Service Name : | | Is your mailing address is different than service address : | No |
| Service Address : | [REDACTED] | Service Address(Continued) : | |
| Service City : | Portland | Service State : | MAINE |
| Service Zip Code : | 04103 | | |

Utility Detail

| | | | |
|-------------------------------------|------------------------|----------------------------|--|
| Utility/Industry Type : | Electric | Utility/Industry Subtype : | Competitive Electricity Providers (CEPs) |
| Utility Company Name : | ELECTRICITY MAINE, LLC | Utility Account Number : | [REDACTED] |
| Have you contacted Utility Company? | Yes | Date of Contact : | 09/11/2018 |

Other Detail

Issues : Non Cad PUC Topic

Disposition Detail

| | | | |
|-------------------------|------|--------------------|--|
| Case Status : | Open | Disposition Type : | |
| Important Decision : | No | Comments : | |
| Is Possible Violation : | No | | |

Other Information

Abatement Amount(\$):

[REDACTED] called to let us know that Electricity Maine as a company are a bunch of scammers and cheat elderly and disable people. Their

Customer complaint :

rates are thru the roof. She wanted to go back to Standard Offer and they wanted to charge her a termination fee until she threatened them with her attorney

What Customer wants MPUC to do?

Thinks EM should be closed down



Date :01-11-2019

Maine Public Utilities Commission

Cad Case No.2018-C-6440

-----CAD case Metadata-----

| | | | |
|-------------------------------|-----------------------------------|--------------------------------------|-----------------------|
| Case Number: | 2018-C-6440 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 9/23/2018 9:32:02 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | UTILITY PROVIDED ADEQUATE SERVICE | Disposition Date: | 12/19/2018 3:33:37 PM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Carpenter Jenyfer |
| IsBusiness: | No | | |

| S.No. | Created_Date | Notes | Created_By |
|-------|---------------------------|---|---------------------|
| 1. | 12/19/2018 3:28:50 PM | RESOLVED Attachment email from customer stating the change has taken place. Have also emailed customer and advised her of closing complaint. | Jenyfer.A.Carpenter |
| 2. | 12/13/2018 10:54:59 AM | Attachment called and left a voice mail for a return call also sent an email for contact. She is now on the Standard offer as of bill read date 10/13/18. | Jenyfer.A.Carpenter |
| 3. | 12/3/2018 11:37:38 AM | Assigned case CEP Electricity Maine returned emails to not renew are bouncing back. | Jenyfer.A.Carpenter |
| 4. | 11/9/2018 12:30:25 PM | ██████████ was transferred back to the SO as of 10-13-18. Case may be resolved, but I tried to contact her and the phone just rang - no VM | Rebecca.Connors |
| 5. | 9/24/2018 9:22:09 AM | Tried to call ██████████ Left her a message with the customer service number to Electricity Maine, as she states her emails did not go through for her cancellation. Left my direct line as well as the hotline number if she has any problems. | Rebecca.Connors |

-Complainant's Information

| | | | |
|---|-------------|----------------------------|------------|
| Case Number : | 2018-C-6440 | Complainant's First Name : | [REDACTED] |
| Complainant's Middle Name : | | Complainant's Last Name : | [REDACTED] |
| Complainant's Suffix : | | Complainant's Telephone : | [REDACTED] |
| Complainant's Email Address : | [REDACTED] | | |
| Complainant's Telephone Number(Secondary) : | [REDACTED] | | |

Service Information

| | | | |
|--------------------|------------|---|-------|
| Service Name : | | Is your mailing address is different than service address : | No |
| Service Address : | [REDACTED] | Service Address(Continued) : | |
| Service City : | Brunswick | Service State : | MAINE |
| Service Zip Code : | 04011 | | |

Utility Detail

| | | | |
|-------------------------------------|------------------------|----------------------------|------------|
| Utility/Industry Type : | Electric | Utility/Industry Subtype : | CEPs |
| Utility Company Name : | ELECTRICITY MAINE, LLC | Utility Account Number : | [REDACTED] |
| Have you contacted Utility Company? | Yes | Date of Contact : | 09/19/2018 |

Other Detail

Issues : CEP Terms of Service

Disposition Detail

| | | | |
|-------------------------|------|--------------------|-----------------------------------|
| Case Status : | Open | Disposition Type : | UTILITY PROVIDED ADEQUATE SERVICE |
| Important Decision : | No | Comments : | |
| Is Possible Violation : | No | | |

Other Information

Abatement Amount(\$):
Customer complaint : I contacted Electricity Maine to cancel my

contract during the renewal time period. The email has bounced back, and subsequent emails are not being accepted by their server.

Please help me cancel my electricity contract so I can go back to Standard Offer. Not only is the Electricity Maine rate more expensive, but the rate they are offering me is 12.59 cents per kWh/12 months while they are offering the rest of the public 9.99 cents per kWh/12months.

What Customer wants MPUC to do?



Cancel plan

3 messages

to: customerservice@electricitymaine.com

Wed, Sep 19, 2018 at 6:08 PM

I would like to reject the electricity plan you sent. Please let me know that you received this email and have cancelled the plan.
Thank you



Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Thu, Sep 20, 2018 at 6:57 PM



Delivery incomplete

There was a temporary problem delivering your message to customerservice@electricitymaine.com. Gmail will retry for 47 more hours. You'll be notified if the delivery fails permanently.

REDACTED

Final-Recipient: rfb822; customerservice@electricitymaine.com
Action: delayed
Status: 4.4.1
Diagnostic-Code: smtp; The recipient server did not accept our requests to connect. Learn more at <https://support.google.com/mail/answer/7720>
[electricitymaine.com 96.45.83.106: timed out]
[electricitymaine.com 96.45.82.100: timed out]
[electricitymaine.com 96.45.82.221: timed out]
[electricitymaine.com 96.45.83.156: timed out]
Last-Attempt-Date: Thu, 20 Sep 2018 15:57:14 -0700 (PDT)
Mail-Retry-Until: Sat, 22 Sep 2018 15:08:52 -0700 (PDT)

Forwarded message

From: [REDACTED]
To: customerservice@electricitymaine.com

Cc:

Bcc: [REDACTED]
Date: Wed, 19 Sep 2018 18:08:40 -0400

Subject: Cancel plan

I would like to reject the electricity plan you sent. Please let me know that you received this email and have cancelled the plan.
Thank you.

[REDACTED]

[REDACTED]

[REDACTED]

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Sun, Sep 23, 2018 at 9:06 PM

Poetzsch, Kathy

From: [REDACTED]
Sent: Wednesday, December 19, 2018 9:57 AM
To: Carpenter, Jenyfer A
Subject: [EXTERNAL SENDER] Re: 2018-C-6440 [REDACTED] Public Utilities Commission

Categories: CMP

Hello Jenyfer,

Thank you for contacting me. The change appears to have taken place. Although the suggestion to call Electricity Maine rather than email is certainly a reasonable one, all published modes of communication should be in working order. I, for one, cannot make calls during business hours and try to rely on email as much as possible, not only because of the timing of my work, but because I prefer to have communications from such a smarmy organization in writing.

Thank you for following up.

All best,

[REDACTED]

On Thu, Dec 13, 2018 at 10:51 AM Carpenter, Jenyfer A <Jenyfer.A.Carpenter@maine.gov> wrote:

[REDACTED]

I called and left a voice mail for you today at the number we have on file. I am reaching out to you in regards to the complaint you filed 9/23/18 against Electricity Maine and not being able to reach them to cancel your contract. I do see you are now on the Standard offer for your service provider and it appears that the change took place. Please contact me either via telephone or email and advise me of the status.

Thank you in advance for your prompt attention to this matter.

Jenyfer Carpenter

Senior Consumer Assistance Specialist

Consumer Assistance and Safety Division

Maine Public Utilities Commission

18 State House Station

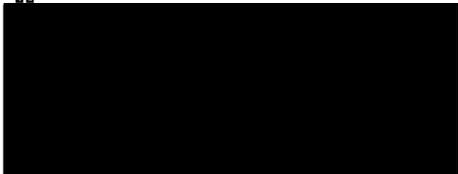
Augusta, ME 04330

Hotline: 1-800-452-4699

Phone: 207-287-4942

Fax: 207-287-6889

jenyfer.a.carpenter@maine.gov



Poetzsch, Kathy

From: Carpenter, Jenyfer A
Sent: Wednesday, December 19, 2018 3:32 PM
To: [REDACTED]
Subject: : 2018-C-6440 [REDACTED] Public Utilities Commission

Thank you for responding to my email, at this time I will be closing your complaint as resolved due to the fact you were changed over to the Standard Offer Supply with the next billing cycle 10/13/18-11/13/18.

Jenyfer Carpenter

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hotline: 1-800-452-4699
Phone: 207-287-4942
Fax: 207-287-6889
jenyfer.a.carpenter@maine.gov

From: [REDACTED]
Sent: Wednesday, December 19, 2018 9:57 AM
To: Carpenter, Jenyfer A <Jenyfer.A.Carpenter@maine.gov>
Subject: [EXTERNAL SENDER] Re: 2018-C-6440 [REDACTED] Public Utilities Commission

Hello Jenyfer,
Thank you for contacting me. The change appears to have taken place. Although the suggestion to call Electricity Maine rather than email is certainly a reasonable one, all published modes of communication should be in working order. I, for one, cannot make calls during business hours and try to rely on email as much as possible, not only because of the timing of my work, but because I prefer to have communications from such a smarmy organization in writing.
Thank you for following up.
All best,
[REDACTED]

On Thu, Dec 13, 2018 at 10:51 AM Carpenter, Jenyfer A <Jenyfer.A.Carpenter@maine.gov> wrote:

[REDACTED]

I called and left a voice mail for you today at the number we have on file. I am reaching out to you in regards to the complaint you filed 9/23/18 against Electricity Maine and not being able to reach them to cancel your contract. I do see you are now on the Standard offer for your service provider and it appears that the change took place. Please contact me either via telephone or email and advise me of the status.

Thank you in advance for your prompt attention to this matter.

Jenyfer Carpenter

Senior Consumer Assistance Specialist

Consumer Assistance and Safety Division

Maine Public Utilities Commission

18 State House Station

Augusta, ME 04330

Hotline: 1-800-452-4699

Phone: 207-287-4942

Fax: 207-287-6889

jenyfer.a.carpenter@maine.gov



| Casenumbr | DocName | createdby | CreatedDate |
|-------------|--|---------------------|-------------|
| 2018-C-6440 | capture 2.JPG | External User | 9/23/2018 |
| 2018-C-6440 | Capture 3.JPG | External User | 9/23/2018 |
| 2018-C-6440 | 2018-C-6440 [REDACTED] Public Utilities Commission.msg | Jenyfer.A.Carpenter | 12/19/2018 |
| 2018-C-6440 | 2018-C-6440 [REDACTED] resolved.msg | Jenyfer.A.Carpenter | 12/19/2018 |

Note:-Deleted Documents are not included in the Export.



Date :01-11-2019

Maine Public Utilities Commission

Cad Case No.2018-C-7150

-----CAD case Metadata-----

| | | | |
|-------------------------------|--|--------------------------------------|------------------------|
| Case Number: | 2018-C-7150 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 11/15/2018 10:52:18 AM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | UTILITY DID NOT PROVIDE ADEQUATE SERVICE | Disposition Date: | 11/28/2018 2:18:34 PM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Carpenter Jenyfer |
| IsBusiness: | No | | |

| S.No. | Created_Date | Notes | Created_By |
|-------|---------------------------|---|---------------------|
| 1. | 11/28/2018 1:25:31 PM | Called and spoke to [REDACTED] and he said he is so happy this has been fixed and he will be on the standard offer on 12/5/18 billing cycle and his complaint is now fixed and I asked if it was resolved and he said yes. Will be closing case as resolved no violation since EM has corrected problem and no fees were charged. | Jenyfer.A.Carpenter |
| 2. | 11/27/2018 12:11:49 PM | Attachment email from EM confirming cancelation date of contract with EM is on billing date. | Jenyfer.A.Carpenter |
| 3. | 11/26/2018 10:43:13 AM | Attachment data received from EM | Jenyfer.A.Carpenter |
| 4. | 11/16/2018 9:50:30 AM | Attachment copy of email sent to EM for data request | Jenyfer.A.Carpenter |

-Complainant's Information

| | | | |
|---|-------------|----------------------------|------------|
| Case Number : | 2018-C-7150 | Complainant's First Name : | [REDACTED] |
| Complainant's Middle Name : | | Complainant's Last Name : | [REDACTED] |
| Complainant's Suffix : | | Complainant's Telephone : | [REDACTED] |
| Complainant's Email Address : | | | |
| Complainant's Telephone Number(Secondary) : | | | |

Service Information

| | | | |
|--------------------|------------|---|-------|
| Service Name : | | Is your mailing address is different than service address : | No |
| Service Address : | [REDACTED] | Service Address(Continued) : | |
| Service City : | Oxford | Service State : | MAINE |
| Service Zip Code : | 04270 | | |

Utility Detail

| | | | |
|---------------------------------------|------------------------|----------------------------|------------|
| Utility/Industry Type : | Electric | Utility/Industry Subtype : | CEPs |
| Utility Company Name : | ELECTRICITY MAINE, LLC | Utility Account Number : | [REDACTED] |
| Have you contacted Utility Company? : | Yes | Date of Contact : | 11/15/2018 |

Other Detail

Issues : CEP Terms of Service

Disposition Detail

| | | | |
|-------------------------|------|--------------------|--|
| Case Status : | Open | Disposition Type : | UTILITY DID NOT PROVIDE ADEQUATE SERVICE |
| Important Decision : | No | Comments : | |
| Is Possible Violation : | No | | |

Other Information

Abatement Amount(\$):
Customer complaint : [REDACTED] contacted CASD to complain

about his attempt to cancel or NOT renew his contract with Electricity Maine. He wishes to go back to Standard Offer. When he spoke to Electricity Maine he was told he MUST call back on 12/5/18 to cancel/not renew, as they was not able to cancel is account today. He stated he didn't want to wait because he's 80 years old and may forget to call. The CSR stated that he has 10 days after the 12/5/18 date to cancel. [REDACTED] [REDACTED] explained that he did not want to wait.

What Customer wants MPUC to do?

Poetzsch, Kathy

From: Carpenter, Jenyfer A
Sent: Friday, November 16, 2018 9:48 AM
To: 'consumeraffairs@sparkenergy.com'
Subject: 2018-C-7150 [REDACTED]

Importance: High

CMP# [REDACTED]

Good morning,

Copy of case notes:

[REDACTED] contacted CASD to complain about his attempt to cancel or NOT renew his contract with Electricity Maine. He wishes to go back to Standard Offer. When he spoke to Electricity Maine he was told he MUST call back on 12/5/18 to cancel/not renew, as they was not able to cancel is account today. He stated he didn't want to wait because he's 80 years old and may forget to call. The CSR stated that he has 10 days after the 12/5/18 date to cancel. [REDACTED] explained that he did not want to wait.

Would you please provide me with the following information ASAP however no later than 11/30/18.

- 12 months of interaction records
- Recording of phone conversation referenced above in case notes
- 12 months of correspondence

Thank you for your prompt attention to this matter.

Jenyfer Carpenter

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hotline: 1-800-452-4699
Phone: 207-287-4942
Fax: 207-287-6889
jenyfer.a.carpenter@maine.gov

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Tuesday, November 20, 2018 11:03 AM
To: Carpenter, Jenyfer A
Subject: [EXTERNAL SENDER] RE: 2018-C-7150 Merrill Kelley
Attachments: [REDACTED] 11.15.2018.wav

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case No. 2018-C-7150.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint with the Maine Public Utilities Commission ("MPUC") because he states that he contacted EME to cancel his account and was told that he would have to wait until 12/5/18 as his account could not be canceled that day. [REDACTED] states that he did not want to wait until 12/5/18 because he is 80 years old and may forget to call. [REDACTED] is requesting to cancel his contract with EME.

Investigative Results:

- On 11/15/18, [REDACTED] contacted EME requesting to opt out of the renewal and return to the standard offer with Central Maine Power ("CMP"). The agent informed [REDACTED] that his renewal window was open and would not be charged the Early Termination Fee. [REDACTED] stated that he was told by the PUC to do not request to cancel but to opt out of the renewal. The agent informed [REDACTED] that if he wishes to opt out of the renewal then he would have to terminate his account with EME. [REDACTED] stated to the agent to not to make any changes to the account until he contacts the PUC again to reconfirm the steps he needs to take to return to CMP.
- On 11/16/18, EME received MPUC Complaint No. 2018-C-7150.

Outcome:

After careful review, it was determined that there may have been a discrepancy with the cancellation process. As such EME would like to apologize for any misunderstanding [REDACTED] may have experienced. We'd like to confirm that [REDACTED] electric account is pending a cancellation date solely determined by the utility and not EME. In regards to the interaction records and correspondences requested, our records confirm [REDACTED] had not contacted EME prior to 11/15/18. I have attached the recording for review. Lastly, [REDACTED] account will not be charged an ETF.

Please let me know if you have any further questions or concerns.

Best regards,

Louise Bourgeois

From: Carpenter, Jenyfer A [mailto:Jenyfer.A.Carpenter@maine.gov]
Sent: Friday, November 16, 2018 8:48 AM
To: ConsumerAffairs

Subject: [EXTERNAL] 2018-C-7150 [REDACTED]

Importance: High

CMP# [REDACTED]

Good morning,

Copy of case notes:

[REDACTED] contacted CASD to complain about his attempt to cancel or NOT renew his contract with Electricity Maine. He wishes to go back to Standard Offer. When he spoke to Electricity Maine he was told he MUST call back on 12/5/18 to cancel/not renew, as they was not able to cancel is account today. He stated he didn't want to wait because he's 80 years old and may forget to call. The CSR stated that he has 10 days after the 12/5/18 date to cancel. [REDACTED] explained that he did not want to wait.

Would you please provide me with the following information ASAP however no later than 11/30/18.

- 12 months of interaction records
- Recording of phone conversation referenced above in case notes
- 12 months of correspondence

Thank you for your prompt attention to this matter.

Jenyfer Carpenter

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hotline: 1-800-452-4699
Phone: 207-287-4942
Fax: 207-287-6889
jenyfer.a.carpenter@maine.gov

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Monday, November 26, 2018 5:09 PM
To: Carpenter, Jenyfer A
Subject: [EXTERNAL SENDER] RE: : 2018-C-7150 [REDACTED]

Good Afternoon,

EME would like to confirm that [REDACTED] account is scheduled to return to the Standard Offer with Central Maine Power on 12/5/2018.

Best regards,

Louise Bourgeois

From: Carpenter, Jenyfer A [mailto:Jenyfer.A.Carpenter@maine.gov]
Sent: Monday, November 26, 2018 9:48 AM
To: Customer Concerns
Subject: [EXTERNAL] : 2018-C-7150 [REDACTED]

Is [REDACTED] account going to go back to the Standard Offer with the next billing cycle?

We'd like to confirm that [REDACTED] electric account is pending a cancellation date solely determined by the utility and not EME.

Jenyfer Carpenter

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hotline: 1-800-452-4699
Phone: 207-287-4942
Fax: 207-287-6889
jenyfer.a.carpenter@maine.gov

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Tuesday, November 20, 2018 11:03 AM
To: Carpenter, Jenyfer A <Jenyfer.A.Carpenter@maine.gov>
Subject: [EXTERNAL SENDER] RE: 2018-C-7150 [REDACTED]

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case No. 2018-C-7150.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint with the Maine Public Utilities Commission ("MPUC") because he states that he contacted EME to cancel his account and was told that he would have to wait until 12/5/18 as his account could not be

canceled that day. [REDACTED] states that he did not want to wait until 12/5/18 because he is 80 years old and may forget to call. [REDACTED] is requesting to cancel his contract with EME.

Investigative Results:

- On 11/15/18, [REDACTED] contacted EME requesting to opt out of the renewal and return to the standard offer with Central Maine Power ("CMP"). The agent informed [REDACTED] that his renewal window was open and would not be charged the Early Termination Fee. [REDACTED] stated that he was told by the PUC to do not request to cancel but to opt out of the renewal. The agent informed [REDACTED] that if he wishes to opt out of the renewal then he would have to terminate his account with EME. [REDACTED] stated to the agent to not to make any changes to the account until he contacts the PUC again to reconfirm the steps he needs to take to return to CMP.
- On 11/16/18, EME received MPUC Complaint No. 2018-C-7150.

Outcome:

After careful review, it was determined that there may have been a discrepancy with the cancellation process. As such EME would like to apologize for any misunderstanding [REDACTED] may have experienced. We'd like to confirm that [REDACTED] electric account is pending a cancellation date solely determined by the utility and not EME. In regards to the interaction records and correspondences requested, our records confirm [REDACTED] had not contacted EME prior to 11/15/18. I have attached the recording for review. Lastly, [REDACTED] account will not be charged an ETF.

Please let me know if you have any further questions or concerns.

Best regards,

Louise Bourgeois

From: Carpenter, Jenyfer A [<mailto:Jenyfer.A.Carpenter@maine.gov>]
Sent: Friday, November 16, 2018 8:48 AM
To: ConsumerAffairs
Subject: [EXTERNAL] 2018-C-7150 [REDACTED]
Importance: High

CMP# [REDACTED]

Good morning,

Copy of case notes:

[REDACTED] contacted CASD to complain about his attempt to cancel or NOT renew his contract with Electricity Maine. He wishes to go back to Standard Offer. When he spoke to Electricity Maine he was told he MUST call back on 12/5/18 to cancel/not renew, as they was not able to cancel is account today. He stated he didn't want to wait because he's 80 years old and may forget to call. The CSR stated that he has 10 days after the 12/5/18 date to cancel. [REDACTED] explained that he did not want to wait.

Would you please provide me with the following information ASAP however no later than 11/30/18.

- 12 months of interaction records
- Recording of phone conversation referenced above in case notes

- 12 months of correspondence

Thank you for your prompt attention to this matter.

Jenyfer Carpenter

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Hotline: 1-800-452-4699
Phone: 207-287-4942
Fax: 207-287-6889
jenyfer.a.carpenter@maine.gov

| Casenumbr | DocName | createdby | CreatedDate |
|-------------|---|---------------------|-------------|
| 2018-C-7150 | 2018-C-7150 [REDACTED] data request.msg | Jenyfer.A.Carpenter | 11/16/2018 |
| 2018-C-7150 | 2018-C-7150 [REDACTED] EM data.msg | Jenyfer.A.Carpenter | 11/26/2018 |
| 2018-C-7150 | 2018-C-7150 [REDACTED] cancellation.msg | Jenyfer.A.Carpenter | 11/27/2018 |

Note:-Deleted Documents are not included in the Export.



Date :03-26-2019

Maine Public Utilities Commission

Cad Case No.2018-C-7451

-----CAD case Metadata-----

| | | | |
|-------------------------------|-----------------------------------|--------------------------------------|------------------------|
| Case Number: | 2018-C-7451 | Customer/Business Name: | [REDACTED] |
| Case Type: | Complaint | Case SubType: | CEP Terms of Service |
| Utility Name: | ELECTRICITY MAINE, LLC | Date/Time Created: | 12/12/2018 12:21:14 PM |
| Utility/Industry Type: | Electric | Utility/Industry Subtype: | CEPs |
| Disposition Type: | UTILITY PROVIDED ADEQUATE SERVICE | Disposition Date: | 1/24/2019 2:51:43 PM |
| Appealed: | | Violation: | No |
| Abatement: | 0 | Staff Assigned for Violation: | |
| Status: | Closed | Assigned Staff: | Brooks Shawn |
| IsBusiness: | No | | |

-----CAD Note Data-----

| S.No. | Created_Date | Notes | Created_By |
|-------|---------------------------|--|----------------|
| 1. | 1/24/2019 2:51:25 PM | Attached - email to EM advising them of case closure without a letter. | Shawn.C.Brooks |
| 2. | 1/24/2019 2:50:00 PM | I spoke to [REDACTED] and advised her of the information that was provided by EM. I made her aware that the contract with EM would not be renewed but she would still be responsible until the contracted end date which is this month. She understood. I explained that she should not see EM on her future CMP bills. Closing this as resolved. | Shawn.C.Brooks |
| 3. | 1/24/2019 2:48:20 PM | Attached - info from EM stating that customer's contract would not be renewed. Her existing contract expires as of her read date in January 2019 | Shawn.C.Brooks |
| 4. | 1/24/2019 1:42:45 PM | Spoke with [REDACTED] today in regards to her still receiving bills. she states she has been in contact with them multiple times and wants this matter cleared up. [REDACTED] said she wants a refund of her money that she has had to pay into this company. She is furious that it was not been taken care of yet. Explained to her that the seniors have hundreds of cases they are working and that Shawn is working to the best of her ability to correct this problem. She advised me that she wants a phone call back today. Advised her I would forward the message to Shawn. She thanked me and disconnected. Spoke with Shawn - Shawn will look into it. | Lisa.Berube |
| 5. | 12/21/2018 2:34:26 PM | Attached - additional inquiry to EM and directive to terminate the customer's contract at the end of the term | Shawn.C.Brooks |
| 6. | 12/21/2018 2:33:33 PM | Attached - response from EM | Shawn.C.Brooks |
| 7. | 12/17/2018 10:14:12 AM | Attached - email to Electricity Maine with questions about customer's renewal. | Shawn.C.Brooks |

-----CAD Case Details-----

-Complainant's Information

| | | | |
|--|-------------|----------------------------|------------|
| Case Number : | 2018-C-7451 | Complainant's First Name : | [REDACTED] |
| Complainant's Middle Name : | | Complainant's Last Name : | [REDACTED] |
| Complainant's Suffix : | | Complainant's Telephone : | [REDACTED] |
| Complainant's Email Address : | | | |
| Complainant's Telephone Number (Secondary) : | | | |

Service Information

| | | | |
|--------------------|------------|---|-------|
| Service Name : | | Is your mailing address is different than service address : | No |
| Service Address : | [REDACTED] | Service Address (Continued) : | |
| Service City : | Saco | Service State : | MAINE |
| Service Zip Code : | 04072 | | |

Utility Detail

| | | | |
|-------------------------------------|------------------------|----------------------------|------------|
| Utility/Industry Type : | Electric | Utility/Industry Subtype : | CEPs |
| Utility Company Name : | ELECTRICITY MAINE, LLC | Utility Account Number : | [REDACTED] |
| Have you contacted Utility Company? | Yes | Date of Contact : | 12/12/2018 |

Other Detail

Issues : CEP Terms of Service

Disposition Detail

| | | | |
|-------------------------|------|--------------------|-----------------------------------|
| Case Status : | Open | Disposition Type : | UTILITY PROVIDED ADEQUATE SERVICE |
| Important Decision : | No | Comments : | |
| Is Possible Violation : | No | | |

Other Information

Abatement Amount(\$):

Customer called EM after calling in here to inquire about her renewal letter. She told the CSR she does not wish to renew her contract and the CSR told her no she had to either cancel now or get renewed. She stated she was not doing that. She just simply wanted to cancel the renewal and the CSR would not let her. She asked to speak with a supervisor and she was told no.

Customer complaint :

What Customer wants MPUC to do?

Would like to not renew the contract.

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Friday, December 21, 2018 4:06 PM
To: Brooks, Shawn C
Subject: RE: [EXTERNAL SENDER] [REDACTED] 2018-C-7451

Good Afternoon,

Thank you for your inquiry. The agent did explain to [REDACTED] during the phone call that in order for her account not to renew, the supplier account would have to be canceled (i.e. terminated) and she would return to the utility rate. The initial request was not completed due [REDACTED] stating she did not want to cancel the electric account but she declined the renewal offer.

As such, we have submitted an outbound cancellation transaction to terminate [REDACTED] EME account to ensure her contract does not auto renew. Please note that the cancellation date is solely determined by Central Maine Power and not EME.

Thank you,

Louise Bourgeois



Louise Bourgeois | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

lbougeois@providerpower.com | <https://www.providerpower.com>

From: Brooks, Shawn C [mailto:Shawn.C.Brooks@maine.gov]
Sent: Friday, December 21, 2018 1:32 PM
To: Customer Concerns
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] [REDACTED] 2018-C-7451

Thank you for your reply.

I have a couple additional questions.

If [REDACTED] told the representative, specifically, that she did not want to renew her contract, why wouldn't the representative take the necessary process steps (even if EME's internal dialogue uses the word terminate) to ensure her contract does not renew? It seems as though her request was clear even if she didn't understand the terminology that the representative was using.

Are EME representatives using dialogue that refers to internal processes (like terminate account) with customer's when the customer may misunderstand the conversation to mean that they will be without electric service?

Because [REDACTED] contacted EME already stating that she wished to opt out of her renewal, please terminate her service with EME upon the expiration of her current contract. If you have any questions regarding this directive, please feel free to contact me.

Thank you for your help.

Shawn C. Brooks

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Phone: 207-287-4915
Fax: 207-287-6889
shawn.c.brooks@maine.gov

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Friday, December 21, 2018 12:06 PM
To: Brooks, Shawn C <Shawn.C.Brooks@maine.gov>
Subject: [EXTERNAL SENDER] [REDACTED] 2018-C-7451

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case No. 2018-C-7451.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint with the Maine Public Utilities Commission ("MPUC") because she states that she contacted Electricity Maine ("EME") to opt out of the Renewal Letter she was offered. [REDACTED] states that when she notified EME that she did not want to renew her contract the agent informed her she would have to terminate her account with EME to void the renewal. [REDACTED] does not want to terminate her account with EME but does not want to renew her contract.

Investigative Results:

- On 11/30/2018, the Contract Expiration Letter was sent to the mailing address on file. *(Letter Attached)*
- On 12/12/2018, [REDACTED] contacted EME regarding her renewal letter. [REDACTED] stated that she did not want to renew her contract with EME. The agent informed [REDACTED] that to opt out of the renewal is to terminate her account with EME. [REDACTED] stated that she did not want to cancel, but just not renew her contract.
- On 12/17/2018, EME received MPUC Complaint No. 2018-C-7451.

Outcome:

EME would like to state that the process to opt out of the Auto Renewal offer is to terminate the EME account otherwise the account will auto renew to the rate offered for 4 months and if [REDACTED] chose to cancel after the auto renewal, she would be charged the \$100 Early Termination Fee ("ETF"). This does not affect her electric account with Central Maine Power. Lastly, [REDACTED] current rate will expire on 1/19/2019 and if she would like to proceed with opting out of the renewal, she may contact EME to do so.

Please let me know if you have any further questions or concerns.

Best regards,

Louise Bourgeois

From: Brooks, Shawn C [mailto:Shawn.C.Brooks@maine.gov]
Sent: Monday, December 17, 2018 9:12 AM
To: ConsumerAffairs
Subject: [EXTERNAL] [REDACTED] 2018-C-7451

Acct # [REDACTED]

Below are the notes from the CASD's initial conversation with [REDACTED]

Customer called EM after calling in here to inquire about her renewal letter. She told the CSR she does not wish to renew her contract and the CSR told her no she had to either cancel now or get renewed. She stated she was not doing that. She just simply wanted to cancel the renewal and the CSR would not let her. She asked to speak with a supervisor and she was told no.

Can you please explain why this customer was told this information? Can you also ensure that her contract does not renew since she advised the representative that information?

I will look for this information asap but no later than 1/7/18.

Thanks for your help.

Shawn C. Brooks
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Phone: 207-287-4915
Fax: 207-287-6889
shawn.c.brooks@maine.gov

Poetzsch, Kathy

From: Brooks, Shawn C
Sent: Thursday, January 24, 2019 2:51 PM
To: 'Customer Concerns'
Subject: RE: [EXTERNAL SENDER] [REDACTED] 2018-C-7451

Thank you for your help. I have closed this complaint as resolved. I will not be sending a letter.

Shawn C. Brooks
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Phone: 207-287-4915
Fax: 207-287-6889
shawn.c.brooks@maine.gov

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Friday, December 21, 2018 4:06 PM
To: Brooks, Shawn C <Shawn.C.Brooks@maine.gov>
Subject: RE: [EXTERNAL SENDER] [REDACTED] 2018-C-7451

Good Afternoon,

Thank you for your inquiry. The agent did explain to [REDACTED] during the phone call that in order for her account not to renew, the supplier account would have to be canceled (i.e. terminated) and she would return to the utility rate. The initial request was not completed due [REDACTED] stating she did not want to cancel the electric account but she declined the renewal offer.

As such, we have submitted an outbound cancellation transaction to terminate [REDACTED] EME account to ensure her contract does not auto renew. Please note that the cancellation date is solely determined by Central Maine Power and not EME.

Thank you,

Louise Bourgeois



Louise Bourgeois | Regulatory Specialist
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

lbougeois@providerpower.com | <https://www.providerpower.com>

From: Brooks, Shawn C [mailto:Shawn.C.Brooks@maine.gov]
Sent: Friday, December 21, 2018 1:32 PM

To: Customer Concerns

Subject: [EXTERNAL] RE: [EXTERNAL SENDER] [REDACTED] 2018-C-7451

Thank you for your reply.

I have a couple additional questions.

If [REDACTED] told the representative, specifically, that she did not want to renew her contract, why wouldn't the representative take the necessary process steps (even if EME's internal dialogue uses the word terminate) to ensure her contract does not renew? It seems as though her request was clear even if she didn't understand the terminology that the representative was using.

Are EME representatives using dialogue that refers to internal processes (like terminate account) with customer's when the customer may misunderstand the conversation to mean that they will be without electric service?

Because [REDACTED] contacted EME already stating that she wished to opt out of her renewal, please terminate her service with EME upon the expiration of her current contract. If you have any questions regarding this directive, please feel free to contact me.

Thank you for your help.

Shawn C. Brooks

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Phone: 207-287-4915
Fax: 207-287-6889
shawn.c.brooks@maine.gov

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]

Sent: Friday, December 21, 2018 12:06 PM

To: Brooks, Shawn C <Shawn.C.Brooks@maine.gov>

Subject: [EXTERNAL SENDER] [REDACTED] 2018-C-7451

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case No. 2018-C-7451.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint with the Maine Public Utilities Commission ("MPUC") because she states that she contacted Electricity Maine ("EME") to opt out of the Renewal Letter she was offered. [REDACTED] states that when she notified EME that she did not want to renew her contract the agent informed her she would have to terminate her account with EME to void the renewal. [REDACTED] does not want to terminate her account with EME but does not want to renew her contract.

Investigative Results:

- On 11/30/2018, the Contract Expiration Letter was sent to the mailing address on file. *(Letter Attached)*
- On 12/12/2018, [REDACTED] contacted EME regarding her renewal letter. [REDACTED] stated that she did not want to renew her contract with EME. The agent informed [REDACTED] that to opt out of the renewal is to terminate her account with EME. [REDACTED] stated that she did not want to cancel, but just not renew her contract.
- On 12/17/2018, EME received MPUC Complaint No. 2018-C-7451.

Outcome:

EME would like to state that the process to opt out of the Auto Renewal offer is to terminate the EME account otherwise the account will auto renew to the rate offered for 4 months and if [REDACTED] chose to cancel after the auto renewal, she would be charged the \$100 Early Termination Fee ("ETF"). This does not affect her electric account with Central Maine Power.

Lastly, [REDACTED] current rate will expire on 1/19/2019 and if she would like to proceed with opting out of the renewal, she may contact EME to do so.

Please let me know if you have any further questions or concerns.

Best regards,

Louise Bourgeois

From: Brooks, Shawn C [mailto:Shawn.C.Brooks@maine.gov]
Sent: Monday, December 17, 2018 9:12 AM
To: ConsumerAffairs
Subject: [EXTERNAL] [REDACTED] 2018-C-7451

Acct # [REDACTED]

Below are the notes from the CASD's initial conversation with [REDACTED]

Customer called EM after calling in here to inquire about her renewal letter. She told the CSR she does not wish to renew her contract and the CSR told her no she had to either cancel now or get renewed. She stated she was not doing that. She just simply wanted to cancel the renewal and the CSR would not let her. She asked to speak with a supervisor and she was told no.

Can you please explain why this customer was told this information? Can you also ensure that her contract does not renew since she advised the representative that information?

I will look for this information asap but no later than 1/7/18.

Thanks for your help.

Shawn C. Brooks
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330

Phone: 207-287-4915

Fax: 207-287-6889

shawn.c.brooks@maine.gov

Poetzsch, Kathy

From: Brooks, Shawn C
Sent: Monday, December 17, 2018 10:12 AM
To: 'consumeraffairs@sparkenergy.com'
Subject: [REDACTED] 2018-C-7451

Acct # [REDACTED]

Below are the notes from the CASD's initial conversation with [REDACTED]

Customer called EM after calling in here to inquire about her renewal letter. She told the CSR she does not wish to renew her contract and the CSR told her no she had to either cancel now or get renewed. She stated she was not doing that. She just simply wanted to cancel the renewal and the CSR would not let her. She asked to speak with a supervisor and she was told no.

Can you please explain why this customer was told this information? Can you also ensure that her contract does not renew since she advised the representative that information?

I will look for this information asap but no later than 1/7/18.

Thanks for your help.

Shawn C. Brooks
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Phone: 207-287-4915
Fax: 207-287-6889
shawn.c.brooks@maine.gov

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Friday, December 21, 2018 12:06 PM
To: Brooks, Shawn C
Subject: [EXTERNAL SENDER] ██████████ 2018-C-7451
Attachments: ██████████ Contract Expiration Notice.pdf

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case No. 2018-C-7451.

Thank you for bringing ██████████ concern to our attention and for allowing us to address it.

██████████ has filed a complaint with the Maine Public Utilities Commission ("MPUC") because she states that she contacted Electricity Maine ("EME") to opt out of the Renewal Letter she was offered. ██████████ states that when she notified EME that she did not want to renew her contract the agent informed her she would have to terminate her account with EME to void the renewal. ██████████ does not want to terminate her account with EME but does not want to renew her contract.

Investigative Results:

- On 11/30/2018, the Contract Expiration Letter was sent to the mailing address on file. *(Letter Attached)*
- On 12/12/2018, ██████████ contacted EME regarding her renewal letter. ██████████ stated that she did not want to renew her contract with EME. The agent informed ██████████ that to opt out of the renewal is to terminate her account with EME. ██████████ stated that she did not want to cancel, but just not renew her contract.
- On 12/17/2018, EME received MPUC Complaint No. 2018-C-7451.

Outcome:

EME would like to state that the process to opt out of the Auto Renewal offer is to terminate the EME account otherwise the account will auto renew to the rate offered for 4 months and if ██████████ chose to cancel after the auto renewal, she would be charged the \$100 Early Termination Fee ("ETF"). This does not affect her electric account with Central Maine Power.

Lastly, ██████████ current rate will expire on 1/19/2019 and if she would like to proceed with opting out of the renewal, she may contact EME to do so.

Please let me know if you have any further questions or concerns.

Best regards,

Louise Bourgeois

From: Brooks, Shawn C [mailto:Shawn.C.Brooks@maine.gov]
Sent: Monday, December 17, 2018 9:12 AM
To: ConsumerAffairs
Subject: [EXTERNAL] ██████████ 2018-C-7451

Acct # [REDACTED]

Below are the notes from the CASD's initial conversation with [REDACTED]

Customer called EM after calling in here to inquire about her renewal letter. She told the CSR she does not wish to renew her contract and the CSR told her no she had to either cancel now or get renewed. She stated she was not doing that. She just simply wanted to cancel the renewal and the CSR would not let her. She asked to speak with a supervisor and she was told no.

Can you please explain why this customer was told this information? Can you also ensure that her contract does not renew since she advised the representative that information?

I will look for this information asap but no later than 1/7/18.

Thanks for your help.

Shawn C. Brooks

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Phone: 207-287-4915
Fax: 207-287-6889
shawn.c.brooks@maine.gov



The Power to HELP

P.O. Box 421289
Houston, TX 77242

Contract Renewal Notice—It's time to lock in another contract full of peace of mind!

>004861 00779 004 P51121



Saco, ME 04072-
[REDACTED]



11/30/2018

Account: [REDACTED]

Dear [REDACTED]

We want to thank you for your business and let you know that your auto renew contract with Electricity Maine is expiring on or around your meter read date in January 2019. We are happy to help you renew at a fixed rate of 12.49 Cents Per kWh for a period of 4 Months, ending on your meter read date in May 2019. There is no action required on your part.

CONTACTING US

Our terms of service are included at the bottom of this notice. Your contract will automatically renew unless we hear from you. If you would like to discuss your account options, please call us at 1-866-573-2674. If we do not hear from you within 10 days your contract will automatically renew.

According to the Public Utilities Commission Rule Chapter 305 Section B 6. Renewals

"Each competitive electricity provider must provide written notice to its customers two time between 30 and 60 calendar days in advance of a renewal of service."

*The Environmental Disclosure Label can be found on Electricity Maine's website:
<https://providerpower.com/maine/disclosure-label/>*

Thank you for trusting in us and selecting Electricity Maine as your electricity supplier.

Regards,

Your Electricity Maine Service Team

PE.EM_Contract Expiration_20181002



RENEWAL NOTICE

Contract Disclosure Statement

You have the choice to adopt this new plan or to reject it. You can reject the new plan by contacting Electricity Maine at 1-866-573-2674, customerservice@electricityme.com or 12140 Wickchester Ln, Ste 100, Houston TX 77079. If you do not reject it, the new plan will automatically start on the start date shown above.

| | |
|------------------------------|---|
| Type of plan | |
| Price per kWh | 12.49 Cents Per kWh |
| Length of plan | 4 Months |
| Late payment fee (if any) | When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. |
| Deposit requirement (if any) | N/A |
| Early termination fee | \$100 |
| Other features (if any) | N/A |
| Right of Rescission: | You have the choice to adopt this new plan or reject it. You may cancel this new plan at any time without payment of an Early Termination Fee. You can reject the new plan by contacting Electricity Maine at 1-866-573-2674, by email at customerservice@electricitymaine.com , or in writing by mail to Electricity Maine, 12140 Wickchester Ln, Ste 100, Houston TX 77079. If you not reject it, the new plan will automatically start at the end of your current term. |
| Toll-free number: | You can contact Electricity Maine with questions or complaints by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact Electricity Maine through its website at www.electricityme.com . |
| PUC Consumer Assistance: | You may also contact the State of Maine Public Utilities Commission (PUC) with complaints or questions at 1-800-452-4699. |
| Cancellation of Service: | You have the right to cancel your service with Electricity Maine at any time, subject to any early termination fee that would apply. To cancel service, you must notify Electricity Maine. Electricity Maine is required to notify your electric utility of the cancellation within 2 business days of your request. Electricity Maine will then process the cancellation for you. Unless you have signed up with another supplier, you will receive standard offer service, which is a supply service available to all electricity customers through a process administered by the PUC. Current standard offer prices and other information about switching your supplier may be found at www.maine.gov/mpuc/electricity/cep . |



You will receive two contract renewal notices prior to the end of the term of this contract. You will have the option to reject renewal and instead receive standard offer service or service from another supplier.

Terms Of Service

RESIDENTIAL AND SMALL NON-RESIDENTIAL CUSTOMERS

Electricity Maine, LLC
 Terms of Service
 (Version No. 20)
 Updated: 7/1/2018

1. **Purchase of Electric Generation Service.** Electricity Maine agrees to sell and you agree to buy your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement and the Contract Disclosure Statement (together, the "Supply Contract")—including an agreement for arbitration and class action waiver—throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that Electricity Maine provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.

2. **Price Structures.** *For greater clarity, all rates shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed at the fixed rate in cents per kilowatt hour set forth in the price structures set forth on your Contract Disclosure Statement for your actual consumption of electricity. The Price Structure does not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges and any other applicable charges imposed by your local utility or allowed by this Supply Contract. Choosing Electricity Maine as your electricity supplier does not guarantee savings when compared to other Competitive Electricity Providers or the current Standard Offer.

3. **Duration and Kind of Contract; Automatic Renewal.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Contract Disclosure Statement. The email address that you provided us at the time of enrollment will also be used as one method of contacting you for notices, renewals and disclosure information about your account. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with Electricity Maine. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter-reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted.

This Supply Contract will renew automatically unless terminated by you or Electricity Maine per the Termination Provisions set forth in this Supply Contract in Section 4. Between thirty (30) and sixty (60) calendar days prior to the end of the term of service of your Supply Contract, Electricity Maine will send two (2) written renewal notices (the "Renewal Notice"). Each Renewal Notice will notify you of the existence and operation of this automatic renewal provision and either (i) a Contract Renewal Notice that sets forth the terms of the Supply Contract effective upon the automatic renewal, including any changes in the terms,



the fixed rate electricity price that will apply to the renewal period, and the renewal term length, which shall not exceed the term of the existing contract term, or 12 months, whichever is shorter or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue until such time as a Contract Renewal Notice issues. During the Holdover Term or Contract Renewal you may cancel the Supply Contract without payment of any "Cost Recovery Fee."

4. Termination Provisions. Electricity Maine may terminate this Supply Contract in the event of your default as set forth in Section 5. Electricity Maine may terminate this Supply Contract in its sole discretion for any other reason upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract or Holdover Term described in Section 3. You may terminate this Supply Contract in writing or by phone with Electricity Maine at least 30 days prior to your contract end date and until such time as the Utility completes the termination in accordance with its rules. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a "Cost Recovery Fee" outlined in Section 9, which fee will not apply if you terminate during the Holdover Term or Contract Renewal. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination.

5. Payment of Bills. The cost of your electric generation service will be included on your bill from the Utility, and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply Contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. Electricity Maine reserves the right to change billing

methods. When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. IN THE EVENT YOU DEFAULT IN YOUR PAYMENT OR OTHER OBLIGATIONS UNDER THIS SUPPLY CONTRACT, ELECTRICITY MAINE HAS THE RIGHT TO CANCEL THIS SUPPLY CONTRACT, AT WHICH TIME YOU WILL AUTOMATICALLY BE TRANSFERRED TO THE UTILITY'S STANDARD OFFER RATE PLAN. You will remain responsible for balances owed to Electricity Maine for generation service and Electricity Maine's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs. If at any time you enter into a payment plan with the Utility while you have an outstanding balance owed to Electricity Maine, you must notify Electricity Maine within fifteen (15) days of entering into such a plan. Outstanding balances owed to Electricity Maine may not be accounted for by the Utility payment plan, may appear as a separate balance on your bill, and will remain your responsibility. You agree to allow the utility to share your payment information for the purpose of consolidated billing.

6. Credit Reporting. When you first apply for service and during the term of the Supply Contract with Electricity Maine, Electricity Maine may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, Electricity Maine reserves the right to report your payment history to a credit reporting agency.

7. Customer Deposits. Electricity Maine does not require a customer deposit to enroll.

8. Warranty Disclaimer; Damages; Force Majeure.

ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY ELECTRICITY MAINE ON AN "AS IS" BASIS. ELECTRICITY MAINE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED,



WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ELECTRICITY MAINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY.

You agree that Electricity Maine shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Electricity Maine shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. Electricity Maine's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall Electricity Maine be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. Electricity Maine will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Electricity Maine's control (Force Majeure events) may result in interruptions in service and Electricity Maine shall not be liable for any such interruptions. Electricity Maine does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that Electricity Maine shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond Electricity Maine's control.

9. **Charges, Fees and Penalties.** You will be charged for electric generation service supplied at the contract rate. Except as provided in this Supply Contract, no additional fees will be assessed to you by Electricity Maine unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for Electricity Maine to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee" of \$100.00. Electricity Maine reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation service, late payment or interest charges owed to your Utility as per Section 4 of this agreement. In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the Maine PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the Maine PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in Electricity Maine incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge. We may charge you up to \$25 for any returned check.

10. **Estimated Bills.** In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Electricity Maine reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.



11. Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products. Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index.

Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results. **Right to Rescind.** YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN FIVE (5) CALENDAR DAYS FROM RECEIPT OF THIS SUPPLY CONTRACT, OR WITHIN EIGHT (8) CALENDAR DAYS IF THIS SUPPLY CONTRACT IS MAILED TO YOU. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING THREE MEANS:

- a) By telephone at: 1-866-573-2674;
- b) By mailing us a written notice to rescind at:

Electricity Maine, LLC
12140 Wickchester Ln, Ste 100,

Houston TX 77079; or

- c) By email through customerservice@electricityme.com.

13. Questions and Complaints. If you have a question or complaint about your electricity supply, you can contact Electricity Maine by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us through our website at www.electricityme.com.

14. Standard Offer Generation Service. All retail electricity customers in Maine are entitled to purchase their electricity supply from a competitive supplier or through standard offer service. Standard offer service is provided automatically to customers who do not sign a contract with a supplier for their electricity supply.

15. Changes in Terms of Service. In the event of any change in these Terms of Service during the term of this Supply Contract, Electricity Maine will notify you in writing by your email address on record between 30 and 60 calendar days in advance of such change. Except in connection with a renewal pursuant to Section 3, you must affirmatively consent to the effectiveness of the modified Terms of Service before such changes will become effective.

16. Assignment. This Supply Contract may be assigned or transferred by Electricity Maine to another competitive electricity provider without your consent if there is no change in the terms of the Supply Contract upon assignment. Notice of such assignment shall be provided to your e-mail address on record within 30 days after the assignment. You may not assign this Supply Contract, in whole or part, or any of your rights or obligations hereunder, without prior written consent from Electricity Maine. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than Electricity Maine and you.



17. Do-Not-Call List. The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.

18. Consumer Protection Rights. You may contact the Maine Public Utilities Commission to obtain information on consumer protection rights by calling the Commission's Consumer Assistance Division Hotline at 1-800-452-4699, Monday through Friday, 9:00 a.m. to 4:00 p.m. or by writing to the Commission at:

Maine Public Utilities Commission
 Consumer Assistance Division
 18 State House Station
 Augusta, ME 04333-0018

19. Net Metering. If your account is subject to Net Metering under Chapter 313 (CNEBA) of the Rules of the Maine Public Utilities Commission, it requires an additional contract to be signed with Electricity Maine to cover specific payment arrangements for excess payment of power purchased over historical account usages at the time of enrollment. In addition to these terms, and ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be signed prior to enrollment of this account. Failure to sign this agreement may result in immediate return to Standard Offer of your account. Please call Electricity Maine at 1-866-573-2674 to set up this arrangement.

20. Meter Usage Information. Electricity Maine has authority to act as your agent to obtain Advanced Metering Information (AMI) and Historical Usage Information for your account as part of this supplier agreement.

21. MANDATORY ARBITRATION AND CLASS ACTION WAIVER AGREEMENT.

- a. Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of your enrollment, purchase, these Terms of Service, or the relationship among the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between us, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.
- b. Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Electricity Maine at 12140 Wickchester Ln, Ste 100, Houston, TX 77079 or (2) to you at the postal address on file with us. Both you and Electricity Maine agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.
- c. Right to Opt Out of this Arbitration Agreement. You may opt out of this Arbitration Agreement within the first 30 days after the earliest of the first time you (a) enroll and begin purchasing services from Electricity Maine; or (b) sign up for any further program or service provided by Electricity Maine. You may also opt out of this



Arbitration Agreement within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email through Electricity Maine's website at electricityme.com or by sending a letter to 12140 Wickchester Ln, Ste 100, Houston, TX 77079. You should include your printed name, mailing address, and the words "Reject Arbitration."

- d. How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. Arbitration shall take place in the country of your residence, as determined by your mailing address on file with us. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys' fees and costs against you. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

- e. Waiver of Right to Bring Class Action & Representative Claims. All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

- f. Governing Law. This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the Claim, the law of your residence, as determined by your mailing address on file with us, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."

- 22. You acknowledge and agree that this Supply Contract and the transaction(s) under this Supply Contract constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of this application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or this Agreement.



Poetzsch, Kathy

From: Brooks, Shawn C
Sent: Friday, December 21, 2018 2:32 PM
To: 'Customer Concerns'
Subject: RE: [EXTERNAL SENDER] [REDACTED] 2018-C-7451

Thank you for your reply.

I have a couple additional questions.

If [REDACTED] told the representative, specifically, that she did not want to renew her contract, why wouldn't the representative take the necessary process steps (even if EME's internal dialogue uses the word terminate) to ensure her contract does not renew? It seems as though her request was clear even if she didn't understand the terminology that the representative was using.

Are EME representatives using dialogue that refers to internal processes (like terminate account) with customer's when the customer may misunderstand the conversation to mean that they will be without electric service?

Because [REDACTED] contacted EME already stating that she wished to opt out of her renewal, please terminate her service with EME upon the expiration of her current contract. If you have any questions regarding this directive, please feel free to contact me.

Thank you for your help.

Shawn C. Brooks
Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Phone: 207-287-4915
Fax: 207-287-6889
shawn.c.brooks@maine.gov

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Friday, December 21, 2018 12:06 PM
To: Brooks, Shawn C <Shawn.C.Brooks@maine.gov>
Subject: [EXTERNAL SENDER] [REDACTED] 2018-C-7451

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case No. 2018-C-7451.

Thank you for bringing [REDACTED] concern to our attention and for allowing us to address it.

[REDACTED] has filed a complaint with the Maine Public Utilities Commission ("MPUC") because she states that she contacted Electricity Maine ("EME") to opt out of the Renewal Letter she was offered. [REDACTED] states that when she notified EME that she did not want to renew her contract the agent informed her she would have to terminate

her account with EME to void the renewal. [REDACTED] does not want to terminate her account with EME but does not want to renew her contract.

Investigative Results:

- On 11/30/2018, the Contract Expiration Letter was sent to the mailing address on file. *(Letter Attached)*
- On 12/12/2018, [REDACTED] contacted EME regarding her renewal letter. [REDACTED] stated that she did not want to renew her contract with EME. The agent informed [REDACTED] that to opt out of the renewal is to terminate her account with EME. [REDACTED] stated that she did not want to cancel, but just not renew her contract.
- On 12/17/2018, EME received MPUC Complaint No. 2018-C-7451.

Outcome:

EME would like to state that the process to opt out of the Auto Renewal offer is to terminate the EME account otherwise the account will auto renew to the rate offered for 4 months and if [REDACTED] chose to cancel after the auto renewal, she would be charged the \$100 Early Termination Fee ("ETF"). This does not affect her electric account with Central Maine Power.

Lastly, [REDACTED] current rate will expire on 1/19/2019 and if she would like to proceed with opting out of the renewal, she may contact EME to do so.

Please let me know if you have any further questions or concerns.

Best regards,

Louise Bourgeois

From: Brooks, Shawn C [mailto:Shawn.C.Brooks@maine.gov]
Sent: Monday, December 17, 2018 9:12 AM
To: ConsumerAffairs
Subject: [EXTERNAL] [REDACTED] 2018-C-7451

Acct # [REDACTED]

Below are the notes from the CASD's initial conversation with [REDACTED]

Customer called EM after calling in here to inquire about her renewal letter. She told the CSR she does not wish to renew her contract and the CSR told her no she had to either cancel now or get renewed. She stated she was not doing that. She just simply wanted to cancel the renewal and the CSR would not let her. She asked to speak with a supervisor and she was told no.

Can you please explain why this customer was told this information? Can you also ensure that her contract does not renew since she advised the representative that information?

I will look for this information asap but no later than 1/7/18.

Thanks for your help.

Shawn C. Brooks

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
Phone: 207-287-4915
Fax: 207-287-6889
shawn.c.brooks@maine.gov

| Casenumbr | DocName | createdby | CreatedDate |
|-------------|---|----------------|-------------|
| 2018-C-7451 | [REDACTED] 2018-C-7451.msg | Shawn.C.Brooks | 12/17/2018 |
| 2018-C-7451 | EXTERNAL SENDER [REDACTED] 2018-C-7451.msg | Shawn.C.Brooks | 12/21/2018 |
| 2018-C-7451 | RE EXTERNAL SENDER [REDACTED] 2018-C-7451.msg | Shawn.C.Brooks | 12/21/2018 |
| 2018-C-7451 | RE EXTERNAL SENDER [REDACTED] 2018-C-7451.msg | Shawn.C.Brooks | 1/24/2019 |
| 2018-C-7451 | RE EXTERNAL SENDER [REDACTED] 2018-C-7451.msg | Shawn.C.Brooks | 1/24/2019 |

Note:-Deleted Documents are not included in the Export.