

Davidson, Derek D.

From: Clary, Susan E. <Susan.Clary@cmpco.com>
Sent: Wednesday, November 15, 2017 3:38 PM
To: Hevey, Richard P.; Tannenbaum, Mitchell; Davidson, Derek D.
Subject: FW: Door to door visitors

Importance: High

FYI

CMP has had multiple complaints over the last several days of two gentlemen in a vehicle with California plates going door to door. They are implying they are from CMP and that they need to see the customer's bill because they can save them money. When ID is requested, they do not provide it.

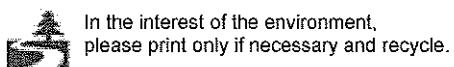
I have just taken a call from Deputy Andrew Morgan from Franklin County Sheriff's office who visited a customer in Phillips who just had the same visitors who refused to provide ID and asked for their bill. The Deputy advised he has had several of these calls and one customer stated the visitors they had were from Electricity Maine.

He requested the 800# for Electricity Maine which I provided but advised I would share the concerns with you.



Susan Clary
Director – Electric Supply
Central Maine Power Company

83 Edison Drive
Augusta ME 04336
Wk: 207-629-2180
Cell 207-312-0998
susan.clary@cmpco.com



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REDACTED

any company of its group accepts any liability whatsoever for any possible damages arising from, or in connection with, data interception, software viruses or manipulation by third parties.

REDACTED

Davidson, Derek D.

Subject: FW: Scam Alert

From: Muriel LeClerc [mailto:mleclerc@providerpower.com]
Sent: Thursday, November 30, 2017 11:20 AM
To: 'Clary, Susan E.' <Susan.Clary@cmpco.com>; Davidson, Derek D. <Derek.D.Davidson@maine.gov>; Tannenbaum, Mitchell <Mitchell.Tannenbaum@maine.gov>
Cc: Sandra Nadeau <snadeau@providerpower.com>; Edwin Dearman <edearman@sparkenergy.com>; Martha Franco <mfranco@sparkenergy.com>
Subject: RE: Scam Alert

Good morning,

The following steps were taken when notified of the issue regarding the D2D campaign:

On 11/27, the two agents involved, in addition to 4 other agents were deactivated from the campaign.

On 11/28 we received notification from the vendor manager that the entire group was given a refresher training on sales tactics and how they MUST identify as sales agents on behalf of Electricity Maine not the utility.

The additional 4 agents were reactivated on 11/28 with the expectation that similar complaints will result in permanent deactivation from the campaign.

The two agents involved in the incident below remain inactive.

Please know that Electricity Maine takes customer complaint matters seriously and our quality assurance and vendor expectation standards are high. We will continue to closely monitor D2D activity to ensure compliance. Please contact me directly should you have any questions or require additional information.


Muriel LeClerc | Regulatory Specialist
306 Rodman Road | Auburn, ME 04210
Tel: 207-440-5004 | Mobile: 207-890-4094 |
mleclerc@providerpower.com | <https://www.providerpower.com>

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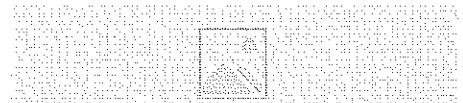
From: Muriel LeClerc
Sent: Monday, November 27, 2017 2:56 PM
To: 'Clary, Susan E.'

REDACTED

Cc: Sandra Nadeau; 'Goucher, Ann'; 'Derek.D.Davidson@maine.gov'; 'Tannenbaum, Mitchell'; Edwin Dearman; Martha Franco
Subject: RE: Scam Alert

Susan,

We've immediately contacted our Marketing Department who is contacting the vendor to address this issue. I will provide you all with a more detailed account of the what steps were taken to prevent this from happening again as soon as I hear back from the Marketing Department.



Muriel LeClerc | Regulatory Specialist
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From: Sandra Nadeau
Sent: Monday, November 27, 2017 2:40 PM
To: Muriel LeClerc
Subject: FW: Scam Alert



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: Clary, Susan E. [<mailto:Susan.Clary@cmpco.com>]
Sent: Monday, November 27, 2017 7:33 AM
To: Sandra Nadeau; Kristen Joseph
Cc: Goucher, Ann; Hevey, Richard P.; Derek Davidson; Mitch Tannenbaum; Ball, Linda; Rice, Gail N.
Subject: Fw: Scam Alert

Sandra,

REDACTED

The deceptive marketing is apparently ramping up. This type of behavior must stop immediately.

I have CC'd the Commission and CMP's legal group. Please let us all know how EME plans to address this activity.

Thanks

Sue

From: Rice, Gail N. <gail.rice@avangrid.com>
Date: November 26, 2017 at 1:36:44 PM EST
To: Ball, Linda <linda.ball@cmpco.com>
Cc: Clary, Susan E. <Susan.Clary@cmpco.com>
Subject: Fw: Scam Alert

Linda and Sue... FYI

Sent from my BlackBerry 10 smartphone on the Verizon Wireless 4G LTE network.

Original Message

From: [REDACTED]
Sent: Sunday, November 26, 2017 1:18 PM
To: Rice, Gail N.
Subject: Scam Alert

Hello Gail,

How are you? my name is [REDACTED], I live at [REDACTED] in Bath Me. 04530
my phone number is [REDACTED] and I'm calling to let you know that I had a man show up at my door and my neighbors did as well today.
representing himself as a CMP auditor and that we are going to get a refund check because CMP is over billing/ charging us. he took our bills and then put us on the phone with the representative who is going to issue the check. and she quickly said By Enrolling in electricity maine services we confirm...and right then and there I realize that I had been lied to!

I wanted you to be made aware of this happening and if you can provide me with any more information or if I can provide you with any information please feel free to let me know Thank You [REDACTED]

Sent from my iPhone

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=====

Davidson, Derek D.

Subject: FW: Scam Alert

From: Clary, Susan E. [mailto:Susan.Clary@cmpco.com]
Sent: Thursday, November 30, 2017 12:45 PM
To: Goucher, Ann <Ann.Goucher@cmpco.com>; Tannenbaum, Mitchell <Mitchell.Tannenbaum@maine.gov>; Muriel LeClerc <mleclerc@providerpower.com>; Davidson, Derek D. <Derek.D.Davidson@maine.gov>
Cc: Martha Franco <mfranco@sparkenergy.com>; Edwin Dearman <edearman@sparkenergy.com>; Sandra Nadeau <snadeau@providerpower.com>
Subject: RE: Scam Alert

Thank you Muriel,
We appreciate your quick response. Having worked with EME for years without having these types of issues made us believe that the issue would be swiftly addressed.

Sue

From: Muriel LeClerc <mleclerc@providerpower.com>
Date: November 30, 2017 at 11:20:16 AM EST
To: 'Tannenbaum, Mitchell' <Mitchell.Tannenbaum@maine.gov>, 'Derek.D.Davidson@maine.gov' <Derek.D.Davidson@maine.gov>, Clary, Susan E. <Susan.Clary@cmpco.com>, Goucher, Ann <Ann.Goucher@cmpco.com>
Cc: Sandra Nadeau <snadeau@providerpower.com>, Edwin Dearman <edearman@sparkenergy.com>, Martha Franco <mfranco@sparkenergy.com>
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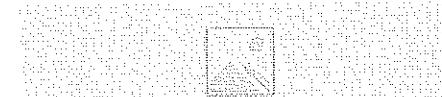


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Thanks

Sue

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Date: November 26, 2017 at 1:36:44 PM EST
To: Ball, Linda <linda.ball@cmpco.com>
Cc: Clary, Susan E. <Susan.Clary@cmpco.com>
Subject: Fw: Scam Alert

Linda and Sue... FYI

Sent from my BlackBerry 10 smartphone on the Verizon Wireless 4G LTE network.

Original Message

From: Elizabeth Seavey <[REDACTED]>
Sent: Sunday, November 26, 2017 1:18 PM
To: Rice, Gail N.
Subject: Scam Alert

Hello Gail,
How are you?my name is [REDACTED], I live at [REDACTED] in Bath Me.04530
my phone number is [REDACTED] and I'm calling to let you know that I had a man show up at my door and my neighbors did as well today.

representing himself as a CMP auditor and that we are going to get a refund check because CMP is over billing/ charging us. he took our bills and then put us on the phone with the representative who is going to issue the check. and she quickly said By Enrolling in electricity maine services we confirm...and right then and there I realize that I had been lied to!

I wanted you to be made aware of this happening and if you can provide me with any more information or if I can provide you with any information please feel free to let me know Thank You [REDACTED]

Sent from my iPhone

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REDACTED

Davidson, Derek D.

From: Muriel LeClerc <mleclerc@providerpower.com>
Sent: Monday, January 22, 2018 4:34 PM
To: 'Clary, Susan E.'
Cc: Davidson, Derek D.; Tannenbaum, Mitchell; Hevey, Richard P.; Rice, Gail N.; Goucher, Ann; Sandra Nadeau; Edwin Dearman; Juan Trevino; April Lusk
Subject: RE: Norway Police Report involving Spark Energy door-to-door sales agent

Susan,

Thank you for your patience while we investigated this issue. Following are our findings and the steps we are taking to prevent this situation from happening again.

After receiving your email and reading the Police Department report, we immediately deactivated the agent (Wyatt Struin) that same afternoon while investigating. The agent was questioned by the vendor regarding the report, and the reported statements made contrary to established procedures. During the investigation, we discovered two problems that contributed to the confusion:

- Agent's uniform and badge - Both the customer and police officer questioned the agent's uniform and badge. We found the agent's badge was created using an incorrect template. Solution: The logos and badges are being fixed.
- Customer service number – the agent gave the police officer the customer service number in order to verify that he was selling on behalf of Electricity Maine but whoever the officer reached could not validate the agent was selling on our behalf. Solution: Our Vendor Quality Assurance Manager is working on setting up a direct line where agents can be verified, without the customer service center being involved, to improve the process.

Both of the above problems contributed to the customer and officer thinking this was a scam. With the implementation of both solutions this should ensure we can avoid these types of issues in the future.

Thank you for bringing this to our attention as Spark and Electricity Maine take all complaints very seriously and will take rapid action to address and correct all issues. We want to ensure that compliance standards and quality assurance controls are at their highest level.

If you have any questions or need anything else, please let me know.



Muriel LeClerc | Regulatory Specialist
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REDACTED

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From: Clary, Susan E. [mailto:Susan.Clary@cmpco.com]
Sent: Tuesday, January 16, 2018 12:45 PM
To: Sandra Nadeau; Kristen Joseph; Muriel LeClerc
Cc: derek.d.davidson@maine.gov; Tannenbaum, Mitchell; Hevey, Richard P.; Rice, Gail N.; Goucher, Ann
Subject: Norway Police Report involving Spark Energy door-to-door sales agent

The attached Norway Police Department report is one of the most egregious cases whereby a marketer, working on behalf of a competitive energy provider, claims to be associated with CMP. In this case, the marketing agent, told the responding officer that Spark Energy owned CMP.

This cases needs to be investigated and Spark agents need to be reminded that this type of behavior will not be tolerated in Maine.

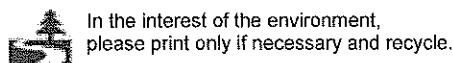
Please let us all know the results of your findings and how Spark Energy plans to address this issue.

Thanks -Sue



Susan Clary
Director – Electric Supply
Central Maine Power Company

83 Edison Drive
Augusta ME 04336
Wk: 207-629-2180
Cell 207-312-0998
susan.clary@cmpco.com



From: Det Gary Hill [<mailto:g.hill@norwaymaine.com>]
Sent: Tuesday, January 16, 2018 12:03 PM
To: Ball, Linda
Subject: Spark Energy

Linda,

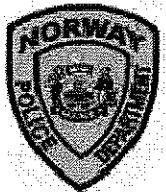
This is my officers report on the incident I spoke to you about. It has not had final approval yet and suspect it will be reclassified as a suspicious call from the reported fraud once I add my follow up investigation supplemental. I appreciate you time in this matter.

Thank You

Detective Gary L. Hill

Norway Police Department
19 Danforth Street, Norway Maine 04268
207-743-5303 office
207-743-5306 fax
g.hill@norwaymaine.com

norwaypd@megalink.net



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Norway Police Department

Officer Report for Incident NP180137

Nature: Fraud
Location: NOR A

Address: [REDACTED]
Norway ME 04268

Offense Codes: FRAU

Received By: Maurer, Tammy

How Received: T

Agency: 0904

Responding Officers: Federico,R II

Responsible Officer: Federico,R II

Disposition: CLR 01/13/18

When Reported: 13:23:33 01/13/18

Occurred Between: 13:23:33 01/13/18 and 13:23:33 01/13/18

Assigned To:
Status:

Detail:
Status Date: **/**/**

Date Assigned: **/**/**
Due Date: **/**/**

Complainant: 130667

Last: [REDACTED]

First: [REDACTED]

Mid: A

DOB: [REDACTED]

Dr Lic: [REDACTED]

Address: [REDACTED]

Race: W **Sex:** M

Phone: [REDACTED]

City: Norway, ME 04268

Offense Codes

Reported: FRAU Fraud

Observed: FRAU Fraud

Additional Offense: FRAU Fraud

Circumstances

LT20 Residence/Home

Responding Officers:

Federico,R II

Unit :

N5

Responsible Officer: Federico,R II

Agency: 0904

Received By: Maurer, Tammy

Last Radio Log: 14:57:38 01/13/18 CMPLT

How Received: T Telephone

Clearance: AAP Awaiting Approval

When Reported: 13:23:33 01/13/18

Disposition: CLR Date: 01/13/18

Judicial Status:

Occurred between: 13:23:33 01/13/18

Misc Entry:

and: 13:23:33 01/13/18

Modus Operandi:

Description :

Method :

Involvements

Date	Type	Description
-------------	-------------	--------------------

01/13/18	Name	Struin, Wyatt	Suspect-SCAM
01/13/18	Cad Call	13:23:33 01/13/18 Fraud	Initiating Call

Responsible LEO:

Approved by:

Date

Supplement

INCIDENT - CALL FOR SERVICE REPORT
Norway Police Department
19 Danforth Street
Norway, Maine 04268

INCIDENT NUMBER: NP180137

NATURE OF COMPLAINT: Fraud

DATE / TIME: 01-13-2018 @ 13:23

LOCATION: [REDACTED]

COMPLAINANT: [REDACTED]

SYNOPSIS:

[REDACTED] called to report that a man named Wyatt Struin was there saying he was from CMP. He wanted to look at their bills and meter. [REDACTED] felt this may be a scam.

I responded and met with [REDACTED] and Wyatt. I asked Wyatt for his credentials and license which he provided. He said he works for Spark Energy which owns CMP. He said he is checking CMP customer's bills and comparing them to the meter to make sure they aren't over paying.

I went out to my cruiser where I did some checking. The actual identification card Wyatt had was just a laminated ID that could be made anywhere. He had an active license with no warrants or bail. I noted in house he was involved in a suspicious complaint in West Paris where he had been doing the same as today. I checked on line and found a web site for Spark Energy. They claim to be based out of Houston Texas and claim to have a network spanning as far as New York (but nothing listed for any New England state).

I went back and spoke to [REDACTED]. He said Wyatt wanted to look at his CMP bill which his wife allowed to happen. Wyatt then called someone who called the wife. His wife said the man who called spoke with such a heavy accent she couldn't really understand him. She said the only information she gave him was her name and address, although Wyatt had already given someone their account number when he called them earlier.

I told Wyatt it seemed suspicious someone working for CMP would be working on the weekend. He said he didn't work for CMP, he worked for Spark Energy, which owns the power company. I asked if he had a transient vendor's license and he said he was told by other towns he didn't need one. I also questioned him again about the web site saying they only had a network reaching as far as New York. He simply told me again that Spark Energy owns the power plant and he works for them. I suggested he bring any supporting documents with him and come to the PD on Tuesday to meet with the Chief who could tell him at that time if he needs a transient vendors license or not.

Wyatt left and I told [REDACTED] I thought this still could be a scam and suggested they not give out any other information until I could look into it a little more. I told them that with their CMP account number someone might be able to call the company, or log in to the web site, and get their personal information.

They said Wyatt wrote his boss's name (Caleb Scribner) and a phone number on their bill.

I went to the PD where I tried calling CMP to see if they are in any way affiliated with Spark Energy. I was put on hold and was unable to talk to anyone using the usual number for CMP. I looked in house and found another number. "Joe" answered and I explained what was going on. He transferred me to his supervisor who didn't give her name. I again explained why I was calling. She said she was busy and couldn't talk to me but didn't think they were affiliated with Spark Energy in any way. I asked if there was anyone else I could talk to and was told "no" and she hung up.

I checked CMP's web site and found a link to their retail electricity suppliers in Maine. Spark Energy was not on their list. At this point this appears to be a scam.

Robert Federico II

RESPONDING OFFICER

Name Involvements:

Suspect-SCAM :226969

Last: [REDACTED]

First: [REDACTED]

Mid:

DOB: 05/28/97

Dr Lic:

Address: [REDACTED]

Race: W

Sex: M

Phone: () -

City: Harrison, ME 04281

Davidson, Derek D.

From: Clary, Susan E. <Susan.Clary@cmpco.com>
Sent: Monday, January 22, 2018 4:37 PM
To: Muriel LeClerc
Cc: Davidson, Derek D.; Tannenbaum, Mitchell; Hevey, Richard P.; Rice, Gail N.; Goucher, Ann; Sandra Nadeau; Edwin Dearman; Juan Trevino; April Lusk
Subject: RE: Norway Police Report involving Spark Energy door-to-door sales agent

Thank you Muriel

Let's hope that this was an isolated incident. We appreciate your thorough investigation and response.

Sue



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Wk: 207-629-2180
Cell 207-312-0998
susan.clary@cmpco.com

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From: Muriel LeClerc [mailto:mleclerc@providerpower.com]
Sent: Monday, January 22, 2018 4:34 PM
To: Clary, Susan E.
Cc: derek.d.davidson@maine.gov; Tannenbaum, Mitchell; Hevey, Richard P.; Rice, Gail N.; Goucher, Ann; Sandra Nadeau; Edwin Dearman; Juan Trevino; April Lusk
Subject: RE: Norway Police Report involving Spark Energy door-to-door sales agent

Susan,

Thank you for your patience while we investigated this issue. Following are our findings and the steps we are taking to prevent this situation from happening again.

After receiving your email and reading the Police Department report, we immediately deactivated the agent (Wyatt Struin) that same afternoon while investigating. The agent was questioned by the vendor regarding the report, and the reported statements made contrary to established procedures. During the investigation, we discovered two problems that contributed to the confusion:

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- Agent's uniform and badge - Both the customer and police officer questioned the agent's uniform and badge. We found the agent's badge was created using an incorrect template. Solution: The logos and badges are being fixed.
- Customer service number – the agent gave the police officer the customer service number in order to verify that he was selling on behalf of Electricity Maine but whoever the officer reached could not validate the agent was selling on our behalf. Solution: Our Vendor Quality Assurance Manager is working on setting up a direct line where agents can be verified, without the customer service center being involved, to improve the process.

Both of the above problems contributed to the customer and officer thinking this was a scam. With the implementation of both solutions this should ensure we can avoid these types of issues in the future.

Thank you for bringing this to our attention as Spark and Electricity Maine take all complaints very seriously and will take rapid action to address and correct all issues. We want to ensure that compliance standards and quality assurance controls are at their highest level.

If you have any questions or need anything else, please let me know.



Muriel LeClerc | Regulatory Specialist
306 Rodman Road | Auburn, ME 04210
Tel: 207-440-5004 | Mobile: 207-890-4094 |
mleclerc@providerpower.com | <https://www.providerpower.com>

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From: Clary, Susan E. [mailto:Susan.Clary@cmpco.com]
Sent: Tuesday, January 16, 2018 12:45 PM
To: Sandra Nadeau; Kristen Joseph; Muriel LeClerc
Cc: derek.d.davidson@maine.gov; Tannenbaum, Mitchell; Hevey, Richard P.; Rice, Gail N.; Goucher, Ann
Subject: Norway Police Report involving Spark Energy door-to-door sales agent

The attached Norway Police Department report is one of the most egregious cases whereby a marketer, working on behalf of a competitive energy provider, claims to be associated with CMP. In this case, the marketing agent, told the responding officer that Spark Energy owned CMP.

This case needs to be investigated and Spark agents need to be reminded that this type of behavior will not be tolerated in Maine.

Please let us all know the results of your findings and how Spark Energy plans to address this issue.

Thanks -Sue



**Susan Clary
Director – Electric Supply
Central Maine Power Company**

83 Edison Drive
Augusta ME 04336
Wk: 207-629-2180
Cell 207-312-0998
susan.clary@cmpco.com

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please print only if necessary and recycle.

From: Det Gary Hill [mailto:g.hill@norwaymaine.com]

Sent: Tuesday, January 16, 2018 12:03 PM

To: Ball, Linda

Subject: Spark Energy

Linda,

This is my officers report on the incident I spoke to you about. It has not had final approval yet and suspect it will be reclassified as a suspicious call from the reported fraud once I add my follow up investigation supplemental. I appreciate your time in this matter.

Thank You

Detective Gary L. Hill

Norway Police Department

19 Danforth Street, Norway Maine 04268

207-743-5303 office

207-743-5306 fax

g.hill@norwaymaine.com

norwaypd@megalink.net



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z

Davidson, Derek D.

From: Sandra Nadeau <snadeau@providerpower.com>
Sent: Tuesday, April 17, 2018 2:08 PM
To: 'Clary, Susan E.'; Muriel LeClerc; Kristen Joseph
Cc: Hevey, Richard P.; Tannenbaum, Mitchell; Davidson, Derek D.
Subject: RE: Another Electricity Maine customer complaint - please investigate

Hi Sue,

I just heard back from the manager in the Compliance/Marketing department.

There doesn't seem to be anyone by the name of Joe Sanborn active in the system so this doesn't appear to be one of ours.

If you have any additional questions please don't hesitate to contact me.

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: Clary, Susan E. [mailto:Susan.Clary@cmpco.com]
Sent: Monday, April 16, 2018 6:41 AM
To: Muriel LeClerc; Kristen Joseph; Sandra Nadeau
Cc: Hevey, Richard P.; Tannenbaum, Mitchell; Davidson, Derek D.
Subject: Another Electricity Maine customer complaint - please investigate

Ladies,

A customer sent the email below to a fellow employee. Please investigate and let us know what you find.

Thanks -Sue

Is CMP sending area managers door to door asking for copies of billing statements in regard to the customer complaints about overcharging? Customer service is closed, so I couldn't get ahold of them to ask.

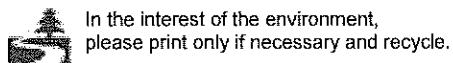
There's a couple of shady looking gentleman walking around our neighborhood knocking on doors. I blew them off since I was on my way out, it just seemed odd to me.

I caught up with them and apparently they are from Electricity Maine. A Joe Sandborn had a badge hanging from his neck, I couldn't see his partners, they claim to be gathering complaints to get rates frozen for customers until the inquiry is resolved. They arrived in a vehicle with Texas plates and a Cornerstone Church sticker in the window.



Susan Clary
Director – Electric Supply
Central Maine Power Company

83 Edison Drive
Augusta ME 04336
Wk: 207-629-2180
Cell 207-312-0998
susan.clary@cmpco.com



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Davidson, Derek D.

From: Clary, Susan E. <Susan.Clary@cmpco.com>
Sent: Tuesday, April 17, 2018 2:09 PM
To: Sandra Nadeau; Muriel LeClerc; Kristen Joseph
Cc: Hevey, Richard P.; Tannenbaum, Mitchell; Davidson, Derek D.
Subject: RE: Another Electricity Maine customer complaint - please investigate

Thank you for researching. We will keep an eye out for similar complaints and try to obtain more information.

Sue



Susan Clary
Director – Electric Supply
Central Maine Power Company

83 Edison Drive
Augusta ME 04336
Wk: 207-629-2180
Cell 207-312-0998
susan.clary@cmpco.com

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From: Sandra Nadeau [mailto:snadeau@providerpower.com]
Sent: Tuesday, April 17, 2018 2:08 PM
To: Clary, Susan E.; Muriel LeClerc; Kristen Joseph
Cc: Hevey, Richard P.; Tannenbaum, Mitchell; Davidson, Derek D.
Subject: RE: Another Electricity Maine customer complaint - please investigate

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Thank you

Sandra

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306 Rodman Road | Auburn, ME 04210
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snadeau@providerpower.com | <https://www.providerpower.com>

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From: Clary, Susan E. [<mailto:Susan.Clary@cmpco.com>]
Sent: Monday, April 16, 2018 6:41 AM
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Davidson, Derek D.

From: Sandra Nadeau <snadeau@providerpower.com>
Sent: Monday, April 30, 2018 10:56 AM
To: 'Goucher, Ann'
Cc: Clary, Susan E.; Davidson, Derek D.; Tannenbaum, Mitchell; Hevey, Richard P.; Muriel LeClerc
Subject: RE: Supplier concern

Hi Ann,

This customer went to the PUC in regards to the following complaints. We did drop the account back to the SO. We are also waiting on the final read date to refund her account. After investigation the Sales agent was also deactivated. We take this very seriously and do not train these individuals to do sales this way, we investigate each one thoroughly and will do our very best to make it right for the customer.

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: Goucher, Ann [mailto:Ann.Goucher@cmpco.com]

Sent: Monday, April 30, 2018 9:08 AM

To: Sandra Nadeau

Cc: Clary, Susan E.; Goucher, Ann; Davidson, Derek D.; Tannenbaum, Mitchell; Hevey, Richard P.

Subject: FW: Supplier concern

Hi Sandra-

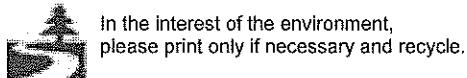
Here is another customer that we need you to investigate where a customer had a visit from EME posing as CMP. I can see that there is a drop pending in the system for this account.

Thanks, Ann



**Ann Goucher
Supplier Services**

83 Edison Drive, Augusta, ME 04336
207-629-2182
Ext 2230
Ann.Goucher@CMPCo.com



From: Carves, Jennifer
Sent: Monday, April 30, 2018 8:51 AM
To: mail.supplierservices
Subject: Supplier concern

Good Morning,

I spoke w/ [REDACTED] this morning from [REDACTED], Berwick ME. [REDACTED] Stated someone came to her house stating they were from CMP and could offer her a lower electric bill. [REDACTED] stated the gentlemen's name was Kenneth. Stated he wore a "CMP" badge and also had someone from "CMP" call her [REDACTED] and confirmed Kenneth was from CMP. [REDACTED] stated Kenneth advised he could lower her bill to \$50.00 a month. [REDACTED] stated when he left he asked for her to sign a piece of paper to acknowledge he was there, so she did. Stated he then moved onto the next house. [REDACTED] stated she didn't think any of it but then received a bill for \$80.00 so she called us to ask why. This is when we found she was enrolled w/ EME. [REDACTED] was very upset, stating she never agreed to sign on w/ EME. Stated she is very happy w/ CMP & SOP. EME enrolled 03/20/18 & dropped 03/30/18. I confirmed w/ [REDACTED] her account is back w/ SOP and EME ended their contract w/ her. [REDACTED] stated she was 87 years old and this really frightened her. [REDACTED] stated now that she has spoken w/ us and we confirmed her account is back to just how it used to be she feels much better.

Thank you,
Jen

Sincerely,

Jennifer C.

New Construction Department
83 Edison Dr.
Augusta, ME 04330



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POWER**

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Davidson, Derek D.

From: Goucher, Ann <Ann.Goucher@cmpco.com>
Sent: Monday, April 30, 2018 11:06 AM
To: Sandra Nadeau
Cc: Clary, Susan E.; Davidson, Derek D.; Tannenbaum, Mitchell; Hevey, Richard P.; Muriel LeClerc
Subject: RE: Supplier concern

Thank you Sandra-

We appreciate your attention to these and your quick response.

Have a good day,
Ann



Ann Goucher
Supplier Services

83 Edison Drive, Augusta, ME 04336
207-629-2182
Ext 2230
Ann.Goucher@CMPCo.com



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From: Sandra Nadeau [mailto:snadeau@providerpower.com]
Sent: Monday, April 30, 2018 10:56 AM
To: Goucher, Ann
Cc: Clary, Susan E.; Davidson, Derek D.; Tannenbaum, Mitchell; Hevey, Richard P.; Muriel LeClerc
Subject: RE: Supplier concern

Hi Ann,

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Thank you
Sandra



Sandra Nadeau | Director, Provider Operations

REDACTED

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: Goucher, Ann [mailto:Ann.Goucher@cmpco.com]

Sent: Monday, April 30, 2018 9:08 AM

To: Sandra Nadeau

Cc: Clary, Susan E.; Goucher, Ann; Davidson, Derek D.; Tannenbaum, Mitchell; Hevey, Richard P.

Subject: FW: Supplier concern

Hi Sandra-

Here is another customer that we need you to investigate where a customer had a visit from EME posing as CMP. I can see that there is a drop pending in the system for this account.

Thanks, Ann



Ann Goucher
Supplier Services

83 Edison Drive, Augusta, ME 04336

207-629-2182

Ext 2230

Ann.Goucher@CMPCo.com



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Sent: Monday, April 30, 2018 8:51 AM
To: mail.supplierservices
Subject: Supplier concern

Good Morning,

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really frightened her. [REDACTED] stated now that she has spoken w/ us and we confirmed her account is back to just how it used to be she feels much better.

Thank you,
Jen

Sincerely,
Jennifer C.

New Construction Department
83 Edison Dr.
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REDACTED

Davidson, Derek D.

From: Goucher, Ann <Ann.Goucher@cmpco.com>
Sent: Thursday, May 17, 2018 2:29 PM
To: Sandra Nadeau; Muriel LeClerc
Cc: Goucher, Ann; Clary, Susan E.; Gibbons, Tammy; Tannenbaum, Mitchell; Davidson, Derek D.; Hevey, Richard P.
Subject: RE: Electricity Maine

Good Afternoon Ladies-

Could someone please look into this customer visit and let us know the outcome?

Thanks, Ann



Ann Goucher
Supplier Services

83 Edison Drive, Augusta, ME 04336
207-629-2182
Ext 2230
Ann.Goucher@CMPCo.com



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From: Gibbons, Tammy
Sent: Thursday, May 17, 2018 2:08 PM
To: mail.supplierservices
Subject: Electricity Maine

Account: [REDACTED]

Billing Name: [REDACTED]

Service Address: [REDACTED] / SANFORD ME 04073

[REDACTED] just called to request the account number. He said there is a man named Joseph there from Electricity Maine asking for his account number. [REDACTED] says the man told him he needs the number because there is a problem with his meter. [REDACTED] was unaware that Electricity Maine is there on a sales call and was told by Joseph that he is there because of a meter problem. He called from Joseph's phone. The caller ID number is (864) 279-3966. An online search of the phone number says it is owned by Joseph Stewart.

Thank you,

Tammy



Tammy Gibbons
Customer Relations Representative
83 Edison Drive, Augusta, ME 04330
Telephone 1-800-750-4000
Tammy.Gibbons@cmpco.com

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Davidson, Derek D.

From: Sandra Nadeau <snaireau@providerpower.com>
Sent: Friday, May 18, 2018 12:01 PM
To: 'Goucher, Ann'; Muriel LeClerc
Cc: Clary, Susan E.; Gibbons, Tammy; Tannenbaum, Mitchell; Davidson, Derek D.; Hevey, Richard P.
Subject: RE: Electricity Maine

Hi Ann,
The agent has been deactivated while they investigate.
If another incident occurs similar to this one then the office will be suspended as well.
Please let me know if there is anything else you may need.
Thank you
Sandra



Sandra Nadeau | Director, Provider Operations

306 Rodman Road | Auburn, ME 04210

Tel: 207-440-5024 | Mobile: 207-576-3839 |

[snnaireau@providerpower.com](mailto:snaireau@providerpower.com) | <https://www.providerpower.com>

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From: Goucher, Ann [mailto:Ann.Goucher@cmpco.com]

Sent: Thursday, May 17, 2018 2:29 PM

To: Sandra Nadeau; Muriel LeClerc

Cc: Goucher, Ann; Clary, Susan E.; Gibbons, Tammy; Tannenbaum, Mitchell; Davidson, Derek D.; Hevey, Richard P.

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Thanks, Ann



Ann Goucher
Supplier Services

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To: mail.supplierservices
Subject: Electricity Maine

Account: [REDACTED]
Billing Name: [REDACTED]
Service Address: [REDACTED] / SANFORD ME 04073

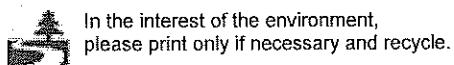
[REDACTED] just called to request the account number. He said there is a man named Joseph there from Electricity Maine asking for his account number. [REDACTED] says the man told him he needs the number because there is a problem with his meter. [REDACTED] was unaware that Electricity Maine is there on a sales call and was told by Joseph that he is there because of a meter problem. He called from Joseph's phone. The caller ID number is (864) 279-3966. An online search of the phone number says it is owned by Joseph Stewart.

Thank you,

Tammy



Tammy Gibbons
Customer Relations Representative
83 Edison Drive, Augusta, ME 04330
Telephone 1-800-750-4000
Tammy.Gibbons@cmmpco.com



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REDACTED

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=====

REDACTED

Davidson, Derek D.

From: Sandra Nadeau <snadeau@providerpower.com>
Sent: Wednesday, May 30, 2018 5:28 PM
To: 'Goucher, Ann'; Muriel LeClerc
Cc: Gibbons, Tammy; Davidson, Derek D.; Tannenbaum, Mitchell; Clary, Susan E.; Hevey, Richard P.
Subject: RE: Account [REDACTED] Supplier Dispute
Attachments: 111388975320180329.wav

Hi Ann,

I'm sorry for the delay, I was away on vacation just returning today.

I have received a response in regards to the inquiry below. I also have received a recording of the customer that I have attached as well. With speaking with the vendor it looks like this agent is no longer active as of 4/23/18. They also mentioned that they have never had previous complaints about this agent. After listening to the call she does agree to all of the terms. The customer was with us from Dec 2012 and ended in Dec 2017. The customer has called us on 5/23/18 and has dropped our services with no ETF. Please let me know if there is anything else you may need.

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: Goucher, Ann [mailto:Ann.Goucher@cmpco.com]

Sent: Wednesday, May 23, 2018 2:10 PM

To: Sandra Nadeau; Muriel LeClerc

Cc: Gibbons, Tammy; Davidson, Derek D.; Tannenbaum, Mitchell; Clary, Susan E.; Goucher, Ann; Hevey, Richard P.

Subject: FW: Account [REDACTED] Supplier Dispute

Good Afternoon-

Could someone please look into this account? It appears the customer was not aware they were being enrolled by Electricity Maine by the information that was provided by the salesperson at their home.

Mitch and Derek-please let us know how you would like us to proceed once EME investigates.

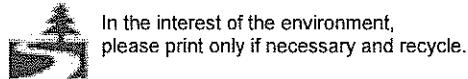
Regards, Ann

REDACTED



Ann Goucher
Supplier Services

83 Edison Drive, Augusta, ME 04336
207-629-2182
Ext 2230
Ann.Goucher@CMPCo.com



From: Gibbons, Tammy
Sent: Wednesday, May 23, 2018 11:38 AM
To: mail.supplierservices
Subject: Account [REDACTED] Supplier Dispute

Account: [REDACTED]

Billing Name: [REDACTED]

[REDACTED] called in about her high bill. While going over the bill, I mentioned that she has Electricity Maine as a supplier. She stated she does not and that, in fact, she had dropped them a while back. I asked her if anyone had visited her home about her service and she said CMP had.

[REDACTED] said a tall man came to her home, said he was from CMP and that the rate we were charging her was not correct; it was too high and we needed to fix it. He asked to see her bill, had her sign a paper and left. She said he wasn't there much more than five minutes.

She received a bill this month showing she has Electricity Maine as of 04/20/18 at a rate of .1190 kWh. She was very upset as she had dropped them back in December and the man never mentioned Electricity Maine while he was there, only CMP. I set a supplier drop per her request and Venice will be disputing the contract and charges through the MPUC.

Thank you,

Tammy



Tammy Gibbons
Customer Relations Representative

83 Edison Drive, Augusta, ME 04330
Telephone 1-800-750-4000
Tammy.Gibbons@cmpco.com



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Davidson, Derek D.

From: Goucher, Ann <Ann.Goucher@cmpco.com>
Sent: Wednesday, May 23, 2018 2:10 PM
To: Sandra Nadeau; Muriel LeClerc
Cc: Gibbons, Tammy; Davidson, Derek D.; Tannenbaum, Mitchell; Clary, Susan E.; Goucher, Ann; Hevey, Richard P.
Subject: FW: Account [REDACTED] Supplier Dispute

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Could someone please look into this account? It appears the customer was not aware they were being enrolled by Electricity Maine by the information that was provided by the salesperson at their home.

Mitch and Derek-please let us know how you would like us to proceed once EME investigates.

Regards, Ann



Ann Goucher
Supplier Services

83 Edison Drive, Augusta, ME 04336
207-629-2182
Ext 2230
Ann.Goucher@CMPCo.com



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From: Gibbons, Tammy
Sent: Wednesday, May 23, 2018 11:38 AM
To: mail.supplierservices
Subject: Account [REDACTED] Supplier Dispute

Account: [REDACTED]

Billing Name: [REDACTED]

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[REDACTED] said a tall man came to her home, said he was from CMP and that the rate we were charging her was not correct; it was too high and we needed to fix it. He asked to see her bill, had her sign a paper and left. She said he wasn't there much more than five minutes.

REDACTED

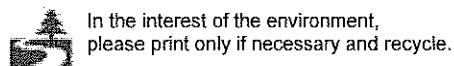
She received a bill this month showing she has Electricity Maine as of 04/20/18 at a rate of .1190 kWh. She was very upset as she had dropped them back in December and the man never mentioned Electricity Maine while he was there, only CMP. I set a supplier drop per her request and [REDACTED] will be disputing the contract and charges through the MPUC.

Thank you,

Tammy



Tammy Gibbons
Customer Relations Representative
83 Edison Drive, Augusta, ME 04330
Telephone 1-800-750-4000
Tammy.Gibbons@cmpco.com



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REDACTED

Davidson, Derek D.

From: Clary, Susan E. <Susan.Clary@cmpco.com>
Sent: Wednesday, June 06, 2018 10:32 AM
To: Hevey, Richard P.; Tannenbaum, Mitchell; Davidson, Derek D.
Cc: Goucher, Ann
Subject: CEP not identified - raising awareness only

[REDACTED] lives at a senior citizen complex
At [REDACTED] Fryeburg. [REDACTED]

She said last week a man came to the door , asked for her bill, and told her
He was 'hired' by CMP as an auditor due to the high bill issues customers have been dealing with
She did give him the bill . She asked him questions and seemed suspicious of him
She said he had a badge and has a car with NH plates.

She said he was rude and said her bills were only 12% higher anyway
And underlined the supply portion of her bill where Next Era supplies 67% of the SOP
And told her that's why her bills were so high.....then he left

Sue



Susan Clary
Director Electric Supply
Central Maine Power Company
TEL: 207-629-2180
FAX: 207-629-2193



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REDACTED

Davidson, Derek D.

From: Cottle, Susan
Sent: Wednesday, June 27, 2018 7:20 AM
To: Davidson, Derek D.
Subject: FW: Electricity Maine 2018-I-4586 [REDACTED] / 2018-I-4589 [REDACTED]

Derek—We're making sure this consumer and her boyfriend are assisted. However, knowing that there are some communications (ongoing?) between EM and the PUC, I wondered if you didn't also wish to be aware of continuing reports concerning EM. I will assume you do until such time as I am given a different understanding.

-S

From: Pierce, Sheila
Sent: Tuesday, June 26, 2018 3:13 PM
To: Cottle, Susan <susan.cottle@maine.gov>
Subject: Electricity Maine 2018-I-4586 [REDACTED] / 2018-I-4589 [REDACTED]

Caller: [REDACTED]

[REDACTED]
Sanford, Maine 04073
[REDACTED]

Customer called and said that about two months ago a man, Joseph Stewart, came to her home and said he was an auditor. He told her that they were being overcharged by CMP and he could help us with that. He said that CMP's rates were going up to 15 cents per kwh. He said he could lock her in at 12.7 cents kwh. He put her on the phone with someone and told her that whatever the person on the other end of the phone asked her, to watch him and he would indicate whether to say yes or no.. So she signed up. It wasn't until she saw in the paper and on the news this week that she realized she'd been scammed. She called CMP today and they confirmed that their rates were not going up to 15 cents per kwh and they referred her to MPUC. She had not yet called Electricity Maine.

I advised her to call Electricity Maine and tell them she wanted to rescind her contract as she felt she signed up under false pretenses. She just called back very pleased and said that she told them she thought she was signed up under false pretenses and she told them she had called MPUC and CMP. They immediately said they would drop her account. I asked her if they had confirmed that she would not have to pay an early opt-out fee. She forgot to ask them that. She is going to call back to confirm that. If they insist on charging her the early opt-out fee, she will call MPUC back.

Ms. [REDACTED] also was calling for her boyfriend, [REDACTED], he was in background giving her permission to talk. He also signed up. They still need to call Electricity Maine back about him because he didn't have all of his pertinent information available. (2018-I-4589).

Sorry this is so long – I just know you like to keep track of these.

REDACTED



Date :01-02-2019

Maine Public Utilities Commission**Cad Case No.2018-C-2353****-----CAD case Metadata-----**

Case Number:	2018-C-2353	Customer/Business Name:	[REDACTED]
Case Type:	Complaint	Case SubType:	DISPUTED BILLS/PAYMENTS
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	3/27/2018 2:57:46 PM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	CEPs
Disposition Type:	DISPUTED CHARGES REMOVED FROM BILL	Disposition Date:	5/24/2018 4:38:40 PM
Appealed:			
Abatement:	10	Violation:	No
Status:	Closed	Staff Assigned for Violation:	
IsBusiness:	No	Assigned Staff:	Nadeau Rolanda

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

S.No.	Created_Date	Notes	Created_By
1.	5/24/2018 4:38:07 PM	Closing case as resolved. Email sent to Electricity Maine ATTACHED	Rolanda.Nadeau
2.	5/24/2018 4:32:35 PM	I left a voice message that I was confirming everything was resolved with this case. I advised if it was not that she could give me a call. I provided my direct number. If it is resolved there is no reason to return my call.	Rolanda.Nadeau
3.	5/24/2018 4:22:05 PM	Received an email from EM that the abatement would be \$3.24. As the amount is small they offered her a gift card for \$10.00 to Dunkin Donuts. Email ATTACHED	Rolanda.Nadeau
4.	5/18/2018 12:41:23 PM	Received an email from Electricity Maine regarding an abatement on this account. ATTACHED along with my reply.	Rolanda.Nadeau
5.	4/12/2018 11:16:29 AM	Next meter read date should be around April 19th.	Rolanda.Nadeau
6.	4/12/2018 11:10:05 AM	EM responded on 04/04/2018. Fees have been waived and once her last bill is generated they will charge the SOP vs their charge. ATTACHED	Rolanda.Nadeau
7.	4/3/2018 10:04:18 AM	Sent an email to EM requesting they cancel with no termination fees and credit the difference between the EM charges and what she would have paid on SOP. ATTACHED It appears next meter read should be around the 16th to 20th of April.	Rolanda.Nadeau
8.	4/3/2018 9:51:37 AM	My review of CMP's system shows that she was enrolled with Electricity Maine from 03/20/2018 through 03/30/2018 and was put back on SOP on 03/31/2018. Billing for this time period has not occurred yet.	Rolanda.Nadeau
9.	3/27/2018 2:59:55 PM	She is 87 years old and is feeling that she was vulnerable and was gullible.	Rolanda.Nadeau

CAD Case Details-Complainant's Information

Case Number : 2018-C-2353
 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 :	Service Address(Continued) :	
Service City :	Service State :	MAINE
Service Zip Code :		

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?	No	Date of Contact :	

Other Detail

Issues : DISPUTED BILLS/PAYMENTS

Disposition Detail

Case Status :	Open	Disposition Type :	DISPUTED CHARGES REMOVED FROM BILL
Important Decision :	No	Comments :	
Is Possible Violation :	No		

Other Information

Abatement Amount(\$):	10.00	A person came to the door and identified himself from CMP. He told her that she could get her power for \$50.00 a month. This month she got
Customer complaint :		

a higher bill and called CMP and found that she had been switched to CMP. CMP said they would switch her back to SOP.

What Customer wants MPUC to do?

Investigate

Poetzsch, Kathy

From: Nadeau, Rolanda
Sent: Tuesday, April 03, 2018 10:07 AM
To: Sandra Nadeau (snadeau@providerpower.com)
Subject: CASD Case 2018-C-2353

Account Holder: [REDACTED]

Account Number: [REDACTED]

Service Address: [REDACTED]
Berwick, Maine

Ms. [REDACTED] is an 87 year old woman who feels she was duped by the vendor who was soliciting for Electricity Maine. She stated that a man came to her door and identified himself as being from CMP and guaranteed her that he could provide her electric service for \$50.00 a month. She later contacted CMP and found out that the solicitor was not from CMP and she had been enrolled with Electricity Maine. She had CMP drop her service from Electricity Maine and went back to SOP.

I do not know what type of notification Electricity Maine has received. I see from CMP's records that she was enrolled with you from March 20, 2018 to March 30, 2018. I am requesting that you honor her desire to cancel her service with you and do not charge any termination fees. I am further requesting that you credit Ms. [REDACTED] account with the difference from Electricity Maine's billing amount and what the standard offer pricing would have been. I understand the meter reading for those dates is not available yet, therefore the credit amount is not known at this time.

Please let me know if you are in agreement with what I have suggested above.

Thank you for your consideration and 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, April 04, 2018 9:19 AM
To: Nadeau, Rolanda
Cc: ProviderConcerns
Subject: RE: CASD Case 2018-C-2353

Hi Rolanda,

Thank you for the information in regards to [REDACTED]. I have gone into her account and waived any fees. Once the bill is generated we will go ahead and refund her the difference between what she was being charged with us vs. Standard offer. On 3/27 I do see a transaction for services to be dropped. She should be all set. I can let you know about the refund once we have the information.

If there is anything else that you may need please don't hesitate to reach out to me.

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: Nadeau, Rolanda [mailto:Rolanda.Nadeau@maine.gov]
Sent: Tuesday, April 03, 2018 10:08 AM
To: Sandra Nadeau
Subject: CASD Case 2018-C-2353

Account Holder: [REDACTED]

Account Number: [REDACTED]

Service Address: [REDACTED]
Berwick, Maine

Ms. [REDACTED] is an 87 year old woman who feels she was duped by the vendor who was soliciting for Electricity Maine. She stated that a man came to her door and identified himself as being from CMP and guaranteed her that he could provide her electric service for \$50.00 a month. She later contacted CMP and found out that the solicitor was not from CMP and she

had been enrolled with Electricity Maine. She had CMP drop her service from Electricity Maine and went back to SOP.

I do not know what type of notification Electricity Maine has received. I see from CMP's records that she was enrolled with you from March 20, 2018 to March 30, 2018. I am requesting that you honor her desire to cancel her service with you and do not charge any termination fees. I am further requesting that you credit Ms. [REDACTED] account with the difference from Electricity Maine's billing amount and what the standard offer pricing would have been. I understand the meter reading for those dates is not available yet, therefore the credit amount is not known at this time.

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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: Nadeau, Rolanda
Sent: Friday, May 18, 2018 12:39 PM
To: 'Sandra Nadeau'
Subject: RE: CASD Case 2018-C-2353

Yes. Please feel free to give Ms. [REDACTED] a call. The number she provided me is [REDACTED]. Please note that she is 87 years old. I cannot remember my phone conversation with her so I don't know if she gets confused or not.

Rolanda

From: Sandra Nadeau [mailto:snadeau@providerpower.com]
Sent: Friday, May 18, 2018 12:08 PM
To: Nadeau, Rolanda <Rolanda.Nadeau@maine.gov>
Subject: RE: CASD Case 2018-C-2353

Hi Rolanda,
It looks like the refund is for \$3.24. With anything that low we normally send a gift card, would that be okay to send the customer a gift card? Would you like us to call her? I have cards to various places that I could offer her.
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: Nadeau, Rolanda [mailto:Rolanda.Nadeau@maine.gov]
Sent: Thursday, April 12, 2018 11:16 AM
To: Sandra Nadeau
Subject: RE: CASD Case 2018-C-2353

Thank you.

Once the next billing is taken care of I would appreciate your letting me know the amount of the refund.

Thanks again.

Rolanda

From: Sandra Nadeau [mailto:snadeau@providerpower.com]
Sent: Wednesday, April 04, 2018 9:19 AM
To: Nadeau, Rolanda <Rolanda.Nadeau@maine.gov>
Cc: ProviderConcerns <customerconcerns@providerpower.com>
Subject: RE: CASD Case 2018-C-2353

Hi Rolanda,

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If there is anything else that you may need please don't hesitate to reach out to me.

Thank you

Sandra



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From: Nadeau, Rolanda [mailto:Rolanda.Nadeau@maine.gov]
Sent: Tuesday, April 03, 2018 10:08 AM
To: Sandra Nadeau
Subject: CASD Case 2018-C-2353

Account Holder: [REDACTED]

Account Number: [REDACTED]

Service Address: [REDACTED]
Berwick, Maine

Ms. [REDACTED] is an 87 year old woman who feels she was duped by the vendor who was soliciting for Electricity Maine. She stated that a man came to her door and identified himself as being from CMP and guaranteed her that he could provide her electric service for \$50.00 a month. She later contacted CMP and found out that the solicitor was not from CMP and she had been enrolled with Electricity Maine. She had CMP drop her service from Electricity Maine and went back to SOP.

I do not know what type of notification Electricity Maine has received. I see from CMP's records that she was enrolled with you from March 20, 2018 to March 30, 2018. I am requesting that you honor her desire to cancel her service with you and do not charge any termination fees. I am further requesting that you credit Ms. [REDACTED] account with the difference from Electricity Maine's billing amount and what the standard offer pricing would have been. I understand the meter reading for those dates is not available yet, therefore the credit amount is not known at this time.

Please let me know if you are in agreement with what I have suggested above.

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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: Monday, May 21, 2018 12:22 PM
To: Nadeau, Rolanda
Subject: RE: CASD Case 2018-C-2353

Hi Rolanda,
We spoke with Ms. [REDACTED] and she chose the \$10.00 gift card to Dunkin Donuts. Very sweet lady, she didn't even want to accept anything. Just letting you know.
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: Nadeau, Rolanda [mailto:Rolanda.Nadeau@maine.gov]
Sent: Friday, May 18, 2018 12:39 PM
To: Sandra Nadeau
Subject: RE: CASD Case 2018-C-2353

Yes. Please feel free to give Ms. [REDACTED] a call. The number she provided me is [REDACTED].
Please note that she is 87 years old. I cannot remember my phone conversation with her so I don't know if she gets confused or not.

Rolanda

From: Sandra Nadeau [mailto:snadeau@providerpower.com]
Sent: Friday, May 18, 2018 12:08 PM
To: Nadeau, Rolanda <Rolanda.Nadeau@maine.gov>
Subject: RE: CASD Case 2018-C-2353

Hi Rolanda,
It looks like the refund is for \$3.24. With anything that low we normally send a gift card, would that be okay to send the customer a gift card? Would you like us to call her? I have cards to various places that I could offer her.
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: Nadeau, Rolanda [<mailto:Rolanda.Nadeau@maine.gov>]

Sent: Thursday, April 12, 2018 11:16 AM

To: Sandra Nadeau

Subject: RE: CASD Case 2018-C-2353

Thank you.

Once the next billing is taken care of I would appreciate your letting me know the amount of the refund.

Thanks again.

Rolanda

From: Sandra Nadeau [<mailto:snadeau@providerpower.com>]

Sent: Wednesday, April 04, 2018 9:19 AM

To: Nadeau, Rolanda <Rolanda.Nadeau@maine.gov>

Cc: ProviderConcerns <customerconcerns@providerpower.com>

Subject: RE: CASD Case 2018-C-2353

Hi Rolanda,

Thank you for the information in regards to [REDACTED]. I have gone into her account and waived any fees. Once the bill is generated we will go ahead and refund her the difference between what she was being charged with us vs. Standard offer. On 3/27 I do see a transaction for services to be dropped. She should be all set. I can let you know about the refund once we have the information.

If there is anything else that you may need please don't hesitate to reach out to me.

Thank you

Sandra



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From: Nadeau, Rolanda [<mailto:Rolanda.Nadeau@maine.gov>]
Sent: Tuesday, April 03, 2018 10:08 AM
To: Sandra Nadeau
Subject: CASD Case 2018-C-2353

Account Holder: [REDACTED]

Account Number: [REDACTED]

Service Address: [REDACTED]
Berwick, Maine

Ms. [REDACTED] is an 87 year old woman who feels she was duped by the vendor who was soliciting for Electricity Maine. She stated that a man came to her door and identified himself as being from CMP and guaranteed her that he could provide her electric service for \$50.00 a month. She later contacted CMP and found out that the solicitor was not from CMP and she had been enrolled with Electricity Maine. She had CMP drop her service from Electricity Maine and went back to SOP.

I do not know what type of notification Electricity Maine has received. I see from CMP's records that she was enrolled with you from March 20, 2018 to March 30, 2018. I am requesting that you honor her desire to cancel her service with you and do not charge any termination fees. I am further requesting that you credit Ms. [REDACTED] account with the difference from Electricity Maine's billing amount and what the standard offer pricing would have been. I understand the meter reading for those dates is not available yet, therefore the credit amount is not known at this time.

Please let me know if you are in agreement with what I have suggested above.

Thank you for your consideration and assistance.

REDACTED

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: Nadeau, Rolanda
Sent: Thursday, May 24, 2018 4:37 PM
To: Sandra Nadeau (snadeau@providerpower.com)
Subject: CASD Case 2018-C-2353

[REDACTED]

I have closed the above reference case as resolved. Please use this email to mark your records accordingly.

Thank you for your assistance with this matter.

Rolanda Nadeau
Senior Consumer Assistance Specialist
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04333-0018

Consumer Assistance Hotline 800-452-4699

Casenumber	DocName	createdby	CreatedDate
2018-C-2353	2018-C-2353 [REDACTED] to EM.msg	Rolanda.Nadeau	4/3/2018
2018-C-2353	2018-C-2353 [REDACTED] Info Rec.msg	Rolanda.Nadeau	4/12/2018
2018-C-2353	2018-C-2353 [REDACTED] EM Info.msg	Rolanda.Nadeau	5/18/2018
2018-C-2353	2018-C-2353 [REDACTED] Abatement.msg	Rolanda.Nadeau	5/24/2018
2018-C-2353	2018-C-2353 [REDACTED] Res Closing.msg	Rolanda.Nadeau	5/24/2018

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



Date :09-13-2018

Maine Public Utilities Commission**Cad Case No.2018-I-2500****-----CAD case Metadata-----**

Case Number:	2018-I-2500	Customer/Business Name:	[REDACTED]
Case Type:	Information Contact	Case SubType:	CEP Terms of Service
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	3/29/2018 4:09:33 PM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	Competitive Electricity Providers (CEPs)
Disposition Type:		Disposition Date:	5/18/2018 3:19:58 PM
Appealed:			
Abatement:	75	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.	6/1/2018 2:34:01 PM	Attachment-EM offered gift card to cover the difference and then some. Difference in rates is approx. \$30 for two months and EM is willing to send Ms. [REDACTED] a \$75 gift card. I called Ms. [REDACTED] leaving her a message regarding the same and asked that she return my call.	Pamela.Emmons
2.	6/1/2018 11:56:15 AM	Attachment-Customer called CASD re received billing from EM. Also attached is Pamela.Emmons my email to EM contact regarding bill.	
3.	5/18/2018 3:18:33 PM	Attachment-Email to EM advising ok to drop per customer. Customer returned my call from 5/17 reaffirming that she wants SOP.	Pamela.Emmons
4.	5/16/2018 10:40:30 AM	Attachment-Response for EM-they will drop customer. I advised EM that based upon her question that I would reaffirm with the customer that her desires are still as they were with on 3/29. I called Ms. [REDACTED] asking that she return my call.	Pamela.Emmons
5.	5/16/2018 10:17:02 AM	Attachment-Follow-up email to EM from my conversation on 3/29.	Pamela.Emmons
6.	3/29/2018 4:09:42 PM	Customer stated that someone came to her door implying that he was working on the CMP investigation and asked to look at her CMP bills. He then stated that he could reduce her usage and connected to a third party authorize changing. She contacted CMP to advise she did not want to change services CMP posted a note against her account. I asked if she contacted Electricity Maine and she said no. I told her I would reach out to Electricity Maine to advise them to stop the order. I also mentioned that she may get an agreement and that she has 8 days to rescind the service.	Pamela.Emmons

CAD Case Details-Complainant's Information

Case Number :	2018-I-2500	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 :	Sabattus	Service State :	MAINE
Service Zip Code :	04282		

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?	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(\$):	75.00	Customer stated that someone came to [REDACTED]
		http://oit-teaqasapp1/CQM.Internal.WebUI/CAD/CADPrint.aspx?ControlID=2018-I-2500&Type=Note
		9/13/2018

her door implying that he was working on the CMP investigation and asked to look at her CMP bills. He then stated that he could reduce her usage and connected to a third party authorize changing. She contacted CMP to advise she did not want to change services CMP posted a note against her account. I asked if she contacted Electricity Maine and she said no. I told her I would reach out to Electricity Maine to advise them to stop the order. I also mentioned that she may get an agreement and that she has 8 days to rescind the service.

Customer complaint :

What Customer wants MPUC to do? Customer wanted a permanent record of this incident

Casenumber	DocName	createdby	CreatedDate
2018-I-2500	2018-I-2500 [REDACTED].msg	Pamela.Emmons	5/16/2018
2018-I-2500	RE 2018-I-2500 [REDACTED].msg	Pamela.Emmons	5/16/2018
2018-I-2500	Email to utility advising ok to drop.msg	Pamela.Emmons	5/18/2018
2018-I-2500	Email to EM advsing closing case.msg	Pamela.Emmons	5/18/2018
2018-I-2500	Customer called CASD re bill.msg	Pamela.Emmons	6/1/2018
2018-I-2500	RE Customer recevied a bill from EM.msg	Pamela.Emmons	6/1/2018
2018-I-2500	EM offered a \$75 gift card.msg	Pamela.Emmons	6/1/2018

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

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Wednesday, May 16, 2018 10:13 AM
To: 'Sandra Nadeau'
Subject: 2018-I-2500

Sandra:

I received a call from Ms. [REDACTED] stating that someone came to her door implying on or about 3/29 stating that he was working on the CMP investigation and asked to look at her CMP bills. He then stated that he could reduce her usage and connected to a third party authorize changing. She contacted CMP to advise she did not want to change services CMP posted a note against her account. I've reviewed her account and it appears that she service was hanged. Could you please verify?

Her account number is [REDACTED].

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 <snaireau@providerpower.com>
Sent: Wednesday, May 16, 2018 10:26 AM
To: Emmons, Pamela
Subject: RE: 2018-I-2500

Hi Pamela,

I'm showing the individual as starting on 4/19/18. I also show this coming from utility explaining a change as of 6/1. A little confusing. I will go ahead and drop it on my end just to be sure.

05/07/18 01:14:29 PM

CENTRAL MAINE POWER [REDACTED]

814 InBound

0000000000000000200012



Sandra Nadeau | Director, Provider Operations

306 Rodman Road | Auburn, ME 04210

Tel: 207-440-5024 | Mobile: 207-576-3839 |

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

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From: Emmons, Pamela [mailto:Pamela.Emmons@maine.gov]

Sent: Wednesday, May 16, 2018 10:13 AM

To: Sandra Nadeau

Subject: 2018-I-250001

Sandra:

I received a call from Ms. [REDACTED] stating that someone came to her door implying on or about 3/29 stating that he was working on the CMP investigation and asked to look at her CMP bills. He then stated that he could reduce her usage and connected to a third party authorize changing. She contacted CMP to advise she did not want to change services CMP posted a note against her account. I've reviewed her account and it appears that she service was hanged. Could you please verify?

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 Augusta, ME 04330
 Hot Line Number: 800 452-4699
 Direct Line 207-287-4937
 Fax: 207-287-6889

REDACTED

pamela.emmons@maine.gov

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Friday, May 18, 2018 3:08 PM
To: 'Sandra Nadeau'
Subject: RE: 2018-I-2500

Sandra:

I spoke with customer and yes go ahead with the drop.

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
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Fax: 207-287-6889
pamela.emmons@maine.gov

From: Emmons, Pamela
Sent: Wednesday, May 16, 2018 10:38 AM
To: 'Sandra Nadeau' <snadeau@providerpower.com>
Subject: RE: 2018-I-2500

Sandra:

I just left Ms. [REDACTED] a voice message asking her to reaffirm her decision.

Pamela J. Emmons

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pamela.emmons@maine.gov

From: Sandra Nadeau [<mailto:snadeau@providerpower.com>]
Sent: Wednesday, May 16, 2018 10:26 AM
To: Emmons, Pamela <Pamela.Emmons@maine.gov>
Subject: RE: 2018-I-2500

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05/07/18 01:14:29 PM

CENTRAL MAINE POWER

814 InBound

0000000000000000200012



Sandra Nadeau | Director, Provider Operations
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From: Emmons, Pamela [mailto:Pamela.Emmons@maine.gov]
Sent: Wednesday, May 16, 2018 10:13 AM
To: Sandra Nadeau
Subject: 2018-I-250001

Sandra:

I received a call from Ms. [REDACTED] stating that someone came to her door implying on or about 3/29 stating that he was working on the CMP investigation and asked to look at her CMP bills. He then stated that he could reduce her usage and connected to a third party authorize changing. She contacted CMP to advise she did not want to change services CMP posted a note against her account. I've reviewed her account and it appears that she service was hanged. Could you please verify?

Her account number is [REDACTED].

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pamela.emmons@maine.gov

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Friday, May 18, 2018 3:08 PM
To: 'Sandra Nadeau'
Subject: RE: 2018-I-2500

Sandra:

I spoke with customer and yes go ahead with the drop.

Pamela J. Emmons

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From: Emmons, Pamela
Sent: Wednesday, May 16, 2018 10:38 AM
To: 'Sandra Nadeau' <snadeau@providerpower.com>
Subject: RE: 2018-I-2500

Sandra:

I just left Ms. [REDACTED] a voice message asking her to reaffirm her decision.

Pamela J. Emmons

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Sent: Wednesday, May 16, 2018 10:26 AM
To: Emmons, Pamela <Pamela.Emmons@maine.gov>
Subject: RE: 2018-I-2500

Hi Pamela,

I'm showing the individual as starting on 4/19/18. I also show this coming from utility explaining a change as of 6/1. A little confusing. I will go ahead and drop it on my end just to be sure.



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From: Emmons, Pamela [<mailto:Pamela.Emmons@maine.gov>]
Sent: Wednesday, May 16, 2018 10:13 AM
To: Sandra Nadeau
Subject: 2018-I-250001

Sandra:

I received a call from Ms. [REDACTED] stating that someone came to her door implying on or about 3/29 stating that he was working on the CMP investigation and asked to look at her CMP bills. He then stated that he could reduce her usage and connected to a third party authorize changing. She contacted CMP to advise she did not want to change services CMP posted a note against her account. I've reviewed her account and it appears that she service was hanged. Could you please verify?

Her account number is [REDACTED].

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pamela.emmons@maine.gov

Poetzsch, Kathy

From: Pierce, Sheila
Sent: Friday, June 01, 2018 11:32 AM
To: Emmons, Pamela
Subject: 2018-I-2500 [REDACTED]

What do I do with this one?

[REDACTED] spoke to you previously about being signed up for a CEP she didn't want and she thought that had been resolved.

She got a bill today for that company and they said she will most likely get another for next month.

Do I open new Info Contact or was this a continuation of last issue and just not fixed the way they said it would be?

Let me know.

Thanks

Poetzsch, Kathy

From: Pierce, Sheila
Sent: Friday, June 01, 2018 11:32 AM
To: Emmons, Pamela
Subject: 2018-I-2500 [REDACTED]

What do I do with this one?

[REDACTED] spoke to you previously about being signed up for a CEP she didn't want and she thought that had been resolved.

She got a bill today for that company and they said she will most likely get another for next month.

Do I open new Info Contact or was this a continuation of last issue and just not fixed the way they said it would be?

Let me know.

Thanks

Poetzsch, Kathy

From: Sandra Nadeau <snaudeau@providerpower.com>
Sent: Friday, June 01, 2018 2:19 PM
To: Emmons, Pamela
Subject: RE: 2018-I-2500

It looks like the drop is going into effect on 6/19 so the difference is around \$30.00 so she will see us one more month. I can have a gift card for \$75.00 sent to her. Would that be okay?

Thank you
Sandra



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From: Emmons, Pamela [mailto:Pamela.Emmons@maine.gov]
Sent: Friday, June 01, 2018 11:47 AM
To: Sandra Nadeau
Subject: RE: 2018-I-2500

Sandra:

I received a call from Ms. [REDACTED] stating that she's received a bill from EM. Could you please advise what EM can do for this customer as she did not want the service...

Pamela J. Emmons
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division
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To: 'Sandra Nadeau' <snaudeau@providerpower.com>
Subject: RE: 2018-I-2500

REDACTED

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Subject: RE: 2018-I-2500

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05/07/18 01:14:29 PM

CENTRAL MAINE POWER

[REDACTED] 814 InBound

0000000000000000200012

Sandra Nadeau | Director, Provider Operations

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From: Emmons, Pamela [<mailto:Pamela.Emmons@maine.gov>]

Sent: Wednesday, May 16, 2018 10:13 AM

To: Sandra Nadeau

Subject: 2018-I-250001

Sandra:

I received a call from Ms. [REDACTED] stating that someone came to her door implying on or about 3/29 stating that he was working on the CMP investigation and asked to look at her CMP bills. He then stated that he could reduce her usage and connected to a third party authorize changing. She contacted CMP to advise she did not want to change services CMP posted a note against her account. I've reviewed her account and it appears that she service was changed. Could you please verify?

Her account number is [REDACTED]

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 :12-20-2018

Maine Public Utilities Commission**Cad Case No.2017-C-2733****-----CAD case Metadata-----**

Case Number:	2017-C-2733	Customer/Business Name:	[REDACTED]
Case Type:	Complaint	Case SubType:	CEP Terms of Service
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	12/1/2017 2:27:18 PM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	CEPs
Disposition Type:	UTILITY PROVIDED ADEQUATE SERVICE	Disposition Date:	1/19/2018 9:11:12 AM
Appealed:			
Abatement:	100	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.	1/19/2018 9:07:09 AM	RESOLVED-Telephone conversation with our contact at EM. Customer had called EM on 12-18-17 and there was a communications barrier; however, the rep took his request to be removed from their service. Our contact reviewed his notes and reaffirmed that he was dropped and she agreed to waive the termination fees. I then called the customer to advise of the same. He stated he was satisfied therefore I closed the case as resolved.	Pamela.Emmons
2.	1/11/2018 9:55:04 AM	I called our contact at EM and left a detail voice message asking that she call me so we could discuss this case. I also sent her an email requesting account information and a call back.	Pamela.Emmons
3.	12/19/2017 3:51:29 PM	I called the customer to introduce myself. We briefly discussed his case. Apparently he was swapped to FP. He stated he did not want to change and he said he got a call back from FP.	Pamela.Emmons
4.	12/19/2017 3:42:33 PM	REASSIGNED CASE TO P EMMONS THIS DATE	Pamela.Emmons
5.	12/6/2017 11:05:46 AM	Received message on voicemail from Gary Moulton @ Calibrus. He confirmed they are a third party verification center. He advised they have a number of clients but he will do some research and will call with the name of the client who made the third party verification call.	Danielle.L.Roderick
6.	12/1/2017 2:39:55 PM	Mr. [REDACTED] advised that a man came to his home and stated he was w/CMP and wanted to save him 15 percent on his bill. Mr. [REDACTED] gave him his bill because he thought he was a representative of CMP and he completed the 3rd party verification. He then contacted CMP after the gentleman left and was advised he was not a representative of CMP and was advised to contact the PUC. Mr. [REDACTED] advised the gentleman didn't leave a card and he has no way to contact him. Mr. [REDACTED] did have the phone # of the 3rd party verification company which is 602-778-7500 for Calibrus Call Center I contacted the phone # and left a message w/Gary Moulton in sales explaining the situation and that I need to know the name of the CEP the 3rd Party Call was for.	Danielle.L.Roderick

CAD Case Details-----**-Complainant's Information**

Case Number : 2017-C-2733
 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 :	Service Address (Continued) :	
Service City :	Service State :	MAINE
Service Zip Code :		

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 :	12/01/2017

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(\$): 100.00

Mr. [REDACTED] advised that a man came to his home and stated he was w/CMP and wanted to save him 15

Customer complaint :

percent on his bill. Mr. [REDACTED] gave him his bill because he thought he was a representative of CMP and he completed the 3rd party verification. He then contacted CMP after the gentleman left and was advised he was not a representative of CMP and was advised to contact the PUC.

What Customer wants MPUC to do?

Not allow changes to be made to his account that he signed up for with this representative

Casenumber	DocName	createdby	CreatedDate
2017-C-2733	Email to CEP requesting information and a call back.msg	Pamela.Emmons	1/11/2018

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

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Thursday, January 11, 2018 10:04 AM
To: 'Sandra Nadeau'
Subject: 2017-C-2733

Sandra:

I left you a voice message regarding Mr. [REDACTED]

[REDACTED] Portland ME

On December 1, 2017, Mr. [REDACTED] stated that a man came to his home and saying that he was w/CMP and wanted to save him 15 percent on his bill. Mr. [REDACTED] gave him his bill because he thought he was a representative of CMP and he completed the 3rd party verification. He then contacted CMP after the gentleman left and was advised he was not a representative of CMP.

On December 6, the previous specialist assigned to this case contacted Gary Moulton at [REDACTED] to discuss Mr. [REDACTED] desire to return to SOP service.

Would you please provide me the following information as soon as possible but not later than 1/25/2018:

- 1) Customer Contact Log
- 2) Copy of the verification call (Third party)
- 3) Copy of Welcome Package
- 4) Rate customer is being charged
- 5)

Thank you for your assistance regarding this matter.

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



Date :01-04-2019

Maine Public Utilities Commission**Cad Case No.2018-C-4445****-----CAD case Metadata-----**

Case Number:	2018-C-4445	Customer/Business Name:	[REDACTED]
Case Type:	Complaint	Case SubType:	CEP Terms of Service
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	6/18/2018 12:34:47 PM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	CEPs
Disposition Type:	UTILITY DID NOT PROVIDE ADEQUATE SERVICE	Disposition Date:	11/6/2018 12:52:48 PM
Appealed:		Violation:	
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.	11/6/2018 12:39:41 PM	Resolved. I spoke with Mr. [REDACTED] to confirm that he was satisfied with the resolution. We then discussed his questions about the different charges for T&D and supply. Attached is the email to Electricity Maine to let them know the complaint has been closed as resolved.	Elizabeth.Somers
2.	8/9/2018 4:36:15 PM	Attach: re-rate from EM. I called Mr. [REDACTED] and provided him with the information about the rate and advised him to pay the so rate to electricity Maine.	Elizabeth.Somers
3.	8/3/2018 9:28:11 AM	Attach: email to April Lusk following up on our conversation yesterday,	Elizabeth.Somers
4.	8/2/2018 4:24:54 PM	April contacted me to confirm that his refund was being processed for \$32.00. Elizabeth.Somers We discussed that she would ask the team to rerate the current bill and that she would provide the information to me. We also discussed that the reason for this was that it was an improper enrollment because they didn't provide the terms of service within 7 days and they enrolled the account before sending the terms and allowing for the rescission period.	Elizabeth.Somers
5.	7/31/2018 12:24:42 PM	I left a voice mail for the new contact, April Lusk. I asked her to call me regarding how we handle the consumer's upcoming unpaid bill.	Elizabeth.Somers
6.	7/31/2018 11:53:43 AM	I spoke with [REDACTED] to let him know that EM would be issuing a refund for the amount paid over what he should have paid on the standard offer. But he has a current bill due and needs to pay the cost of the SO for what he used.	Elizabeth.Somers
7.	7/31/2018 11:36:25 AM	On July 27, 2018, I contacted Sandra Nadeau at Electricity Maine to speak with her about the case. This customer was enrolled prior to the mailing of the terms of service and therefore is an improper enrollment. Sandra agreed that they would refund the customer's money over the amount that they should have paid on Standard Offer. She stated that this would take 4-6 weeks.	Elizabeth.Somers
8.	7/20/2018 10:35:53 AM	Attach: data from EM	Elizabeth.Somers
9.	7/20/2018 10:23:33 AM	I sent Beth e-mail alerting her to the new note in the file.	Sheila.Pierce
10.	7/20/2018 10:21:32 AM	Customer's husband called today to say that the charge is still showing up on his bill. He called today and they said they put it on his record that the charge was supposed to be deleted on the 14th. CMP confirmed that he has been put back on standard offer. However, customer believes he should have been put	Sheila.Pierce

back on standard offer the day he called EM on June 18, 2018.

11. 7/5/2018 Attach: email to EM re information Elizabeth.Somers
11:32:39 AM
12. 7/5/2018 I have been unable to reach Ms. [REDACTED] at the phone number that she Elizabeth.Somers
10:39:23 AM provided.

CAD Case Details**Complainant's Information**

Case Number : 2018-C-4445

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 : Rumford
Service Zip Code : 04276

Service State :

MAINE

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 :

06/18/2018

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open

Disposition Type :

UTILITY DID
NOT
PROVIDE
ADEQUATE
SERVICEImportant Decision : No
Is Possible Violation : Yes

Comments :

Other Information

Abatement Amount(\$):

I live in Low-Income housing. Two people came to my house and said they were from CMP. They said the price per KWH is fluctuating and we can lock you in a cheaper rate. They did not tell me the cheaper rate. I never talked to anyone or agreed to anything. I got a bill and it was high from CMP. So I called them up and they told me it went up because I changed my supplier to EM and they were charging me 4 cents more. I called them to get to the bottom of it and they said I did sign up and that it would be 100.00 to cancel service. They are pin pointing the elderly and that is absolutely not okay. I asked to speak to a supervisor and that supervisor has yet to call me back.

Customer complaint :

What Customer wants MPUC to do? Look into terminating my service and get it back to the standard offer.

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Thursday, July 05, 2018 11:16 AM
To: 'snadeau@providerpower.com'
Subject: 2018-C-4445

Good Morning Sandra,

We received a complaint of slamming from, CMP customer [REDACTED] Rumford,
Account number [REDACTED].

She provided the following information:

I live in Low-Income housing. Two people came to my house and said they were from CMP. They said the price per KWH is fluctuating and we can lock you in a cheaper rate. They did not tell me the cheaper rate. I never talked to anyone or agreed to anything. I got a bill and it was high from CMP. So I called them up and they told me it went up because I changed my supplier to EM and they were charging me 4 cents more. I called them to get to the bottom of it and they said I did sign up and that it would be 100.00 to cancel service. They are pin pointing the elderly and that is absolutely not okay. I asked to speak to a supervisor and that supervisor has yet to call me back.

For this complaint, please provide the following information as soon as possible but not later than July 19, 2018:

When was this customer enrolled? Also please send a copy of the TPV; a copy of the terms of the contract that were mailed to the customer.

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: Tuesday, July 10, 2018 3:44 PM
To: Somers, Elizabeth
Subject: FW: 2018-C-4445
Attachments: 211358412520180424-1.wav; SKM_C364e18071016590.pdf

Hi Elizabeth,
Attached is the TPV call and the welcome packet. Also the customer went effective in our system on 5/11/18. Please let me know if there is anything else you may need.
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>

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 [mailto:Elizabeth.Somers@maine.gov]
Sent: Thursday, July 05, 2018 1:30 PM
To: Sandra Nadeau
Subject: [EXTERNAL] FW: 2018-C-4445

Sandra,

I am amending my request to the provision of information within 5 business days July 12, 2018, per Chapter 305 4.
B. 15 e.

Thank you,

Beth Somers

From: Somers, Elizabeth
Sent: Thursday, July 05, 2018 11:16 AM
To: 'snadeau@providerpower.com' <snadeau@providerpower.com>
Subject: 2018-C-4445

Good Morning Sandra,

We received a complaint of slamming from, CMP customer [REDACTED] Rumford,
Account number [REDACTED]

She provided the following information:

I live in Low-Income housing. Two people came to my house and said they were from CMP. They said the price per KWH is fluctuating and we can lock you in a cheaper rate. They did not tell me the cheaper rate. I never talked to anyone or agreed to anything. I got a bill and it was high from CMP. So I called them up and they told me it went up because I changed my supplier to EM and they were charging me 4 cents more. I called them to get to the bottom of it and they said I did sign up and that it would be 100.00 to cancel service. They are pin pointing the elderly and that is absolutely not okay. I asked to speak to a supervisor and that supervisor has yet to call me back.

For this complaint, please provide the following information as soon as possible but not later than July 19, 2018:

When was this customer enrolled? Also please send a copy of the TPV; a copy of the terms of the contract that were mailed to the customer.

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!

>001168 00510 004 P51121

Rumford, ME 04276-1 [REDACTED]

5/16/2018

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

Plan

100% Green 12D2D

Rate

11.90 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	11.90 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. **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.



REDACTED

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Friday, August 03, 2018 9:26 AM
To: 'consumeraffairs@sparkenergy.com'
Cc: 'Cottle, Susan (Susan.Cottle@maine.gov)'
Subject: 2018-C-4445

Good Morning April,

I am following up on our conversation yesterday afternoon.

As we discussed, you confirmed that EM is processing an adjustment for Ms. [REDACTED] account for the billing period of 5/12/18-6/13/18, and you confirmed that EM submitted a drop service request to CMP. We agreed that you would ask your billing department to re-rate the current charges for Ms. [REDACTED] billing period of 6/14/18 – 7/13/18, to reflect what she would have been billed at the standard offer rate of .00792063 ¢ per kWh. Since this bill has not yet come due, this would allow the customer to pay for the electricity she used at the rate she should pay and eliminate the need for EM to issue a second refund. You agreed to let me know when this is completed.

Finally, to follow up on why I requested the re-rating be done for the customer, we discussed the requirements of the Commission's rules.

Chapter 305, §4 B requires that the CEP provide a customer the Terms of Service document *within 7 calendar days* of agreeing to provide service with a customer.

In Ms. [REDACTED] case the TPV was completed on April 24, 2018, but the Welcome Packet with the terms of service was not mailed until May 16, 2018.

Further, the rule directs the CEP to provide a right of rescission to every customer and specifies that the CEP *shall not enroll a customer until the rescission period has expired*.

In Ms. [REDACTED] case, EM enrolled her prior to her receiving the terms of service and the rescission period having expired.

For these reasons, Ms. [REDACTED] enrollment was not valid.

Please let me know if you have any questions.

Regards,

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 09, 2018 12:17 PM
To: Somers, Elizabeth
Subject: RE: 2018-C-4445
Attachments: [REDACTED] Re-rate.PNG; [REDACTED] Re-rate calculations.PNG

Good morning,

Thank you for your patience concerning this matter.

Attached you will find the adjustment calculations for the billing cycles of 5/12/2018-7/13/2018 totaling a credit of \$32.00. Please be advised that this credit will be refunded in the form of a check within the next 7-10 business days.

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: Friday, August 03, 2018 8:26 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Cc: Cottle, Susan <susan.cottle@maine.gov>
Subject: [EXTERNAL] 2018-C-4445

Good Morning April,

I am following up on our conversation yesterday afternoon.

As we discussed, you confirmed that EM is processing an adjustment for Ms. [REDACTED] account for the billing period of 5/12/18-6/13/18, and you confirmed that EM submitted a drop service request to CMP. We agreed that you would ask your billing department to re-rate the current charges for Ms. [REDACTED] billing period of 6/14/18 – 7/13/18, to reflect what she would have been billed at the standard offer rate of .00792063 ¢ per kWh. Since this bill has not yet come due, this would allow the customer to pay for the electricity she used at the rate she should pay and eliminate the need for EM to issue a second refund. You agreed to let me know when this is completed.

Finally, to follow up on why I requested the re-rating be done for the customer, we discussed the requirements of the Commission's rules.

Chapter 305, §4 B requires that the CEP provide a customer the Terms of Service document *within 7 calendar days* of agreeing to provide service with a customer.

In Ms. [REDACTED] case the TPV was completed on April 24, 2018, but the Welcome Packet with the terms of service was not mailed until May 16, 2018.

Further, the rule directs the CEP to provide a right of rescission to every customer and specifies that the CEP *shall not enroll a customer until the rescission period has expired.*

In [REDACTED] case, EM enrolled her prior to her receiving the terms of service and the rescission period having expired.

For these reasons, [REDACTED] enrollment was not valid.

Please let me know if you have any questions.

Regards,

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 12:41 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: 2018-C-4445

Good Afternoon Ms. Lusk,

This complaint has been closed as resolved. The customer is [REDACTED], Rumford ME. CMP account number [REDACTED]

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-4586****-----CAD case Metadata-----**

Case Number:	2018-I-4586	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 2:17:03 PM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	Competitive Electricity Providers (CEPs)
Disposition Type:		Disposition Date:	6/26/2018 3:31:17 PM
Appealed:			
Abatement:	0	Violation:	No
Status:	Closed	Staff Assigned for Violation:	
IsBusiness:	No	Assigned Staff:	Pierce Sheila

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

S.No.	Created_Date	Notes	Created_By
1.	6/26/2018 3:30:10 PM	See attached e-mail to Susan	Sheila.Pierce
2.	6/26/2018 3:02:03 PM	She told Electricity Maine that the person that came to their house was named Joseph Stewart. They said they did not have anyone working for them by that name. However, when he came to her house, he called Electricity Maine and dealt with them so they must know who he is.	Sheila.Pierce
3.	6/26/2018 2:59:27 PM	Customer called back and said that she called Electricity Maine and told them that Sheila.Pierce she thought she had been enrolled under false information. Customer told them that she had already spoken to MPUC and CMP. They said they would just drop her account. I asked if they had confirmed that they would not be charging her an early opt-out fee, she said they did not say that. I told her she may want to verify it.	Sheila.Pierce
4.	6/26/2018 2:19:01 PM	I advised customer to call Electricity Maine and state she wanted to rescind her contract because she believes she enrolled under false pretenses. I told her that if they told her she needed to pay to rescind, she can say she is going to file something with MPUC. If they still insist on charging her a fee to rescind, she can call us and we can take a look at it.	Sheila.Pierce

CAD Case Details**-Complainant's Information**

Case Number : 2018-I-4586
 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 :	Is your mailing address is different than service address :	No
Service Address :	Service Address (Continued) :	
Service City :	Service State :	MAINE
Service Zip Code :		

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(\$):

About two months ago a man, Joseph Stewart, came to her home and said he

Customer complaint :

was an auditor. He told her that they were being overcharged by CMP and he could help us with that. He said that CMP's rates were going up to 15 cents per kwh. He said he could lock her in at 12.7 cents kwh. He put her on the phone with someone and told her that whatever the person on the other end of the phone asked her, to watch him and he would indicate whether to say yes or no.

What Customer wants MPUC to do?

See notes

REDACTED

Casenumber	DocName	createdby	CreatedDate
2018-I-4586	2018-I-4586 [REDACTED] 2018-I-4589 [REDACTED] re Electricity Maine.msg	Sheila.Pierce	6/26/2018

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

Poetzsch, Kathy

From: Pierce, Sheila
Sent: Tuesday, June 26, 2018 3:13 PM
To: Cottle, Susan
Subject: Electricity Maine 2018-I-4586 [REDACTED] / 2018-I-4589 [REDACTED]

Caller: [REDACTED]

Sanford, Maine 04073
[REDACTED]

Customer called and said that about two months ago a man, Joseph Stewart, came to her home and said he was an auditor. He told her that they were being overcharged by CMP and he could help us with that. He said that CMP's rates were going up to 15 cents per kwh. He said he could lock her in at 12.7 cents kwh. He put her on the phone with someone and told her that whatever the person on the other end of the phone asked her, to watch him and he would indicate whether to say yes or no. So she signed up. It wasn't until she saw in the paper and on the news this week that she realized she'd been scammed. She called CMP today and they confirmed that their rates were not going up to 15 cents per kwh and they referred her to MPUC. She had not yet called Electricity Maine.

I advised her to call Electricity Maine and tell them she wanted to rescind her contract as she felt she signed up under false pretenses. She just called back very pleased and said that she told them she thought she was signed up under false pretenses and she told them she had called MPUC and CMP. They immediately said they would drop her account. I asked her if they had confirmed that she would not have to pay an early opt-out fee. She forgot to ask them that. She is going to call back to confirm that. If they insist on charging her the early opt-out fee, she will call MPUC back.

Ms. [REDACTED] also was calling for her boyfriend, [REDACTED], he was in background giving her permission to talk. He also signed up. They still need to call Electricity Maine back about him because he didn't have all of his pertinent information available. (2018-I-4589).

Sorry this is so long – I just know you like to keep track of these.



Date :09-13-2018

Maine Public Utilities Commission**Cad Case No.2018-I-4589****-----CAD case Metadata-----**

Case Number:	2018-I-4589	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 2:33:19 PM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	Competitive Electricity Providers (CEPs)
Disposition Type:		Disposition Date:	6/26/2018 3:32:38 PM
Appealed:			
Abatement:	0	Violation:	No
Status:	Closed	Staff Assigned for Violation:	
IsBusiness:	No	Assigned Staff:	Pierce Sheila

CAD Note Data

S.No.	Created_Date	Notes	Created_By
1.	6/26/2018 3:32:12 PM	I told customer we would not be doing anything unless we heard back from them. Sheila.Pierce	
2.	6/26/2018 3:17:45 PM	His account may be under his deceased wife's name [REDACTED]	Sheila.Pierce
3.	6/26/2018 3:17:24 PM	Attachment - see e-mail to Susan	Sheila.Pierce
4.	6/26/2018 2:38:39 PM	advised customer to call Electricity Maine and state he wanted to rescind his contract because he believes he enrolled under false pretenses. I told him that if they told him she needed to pay to rescind, he can say he is going to file something with MPUC. If they still insist on charging him a fee to rescind, he can call us and we can take a look at it.	Sheila.Pierce

CAD Case Details**-Complainant's Information**

Case Number : 2018-I-4589

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 :

Is your mailing address is
different than service
address :

No

Service Address :

Service Address
(Continued) :Service City : Sanford
Service Zip Code : 04073

Service State : MAINE

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 DetailCase Status : Open
Important Decision : No
Is Possible Violation : NoDisposition Type :
Comments :**Other Information**

Abatement Amount(\$):

About two months ago a man, Joseph
Stewart, came to his home and said he

Customer complaint :

was an auditor. He told customer that they were being overcharged by CMP and he could help with that. He said that CMP's rates were going up to 15 cents per kwh. He said he could lock him in at 12.7 cents kwh. He put customer on the phone with someone and told customer that whatever the person on the other end of the phone asked her, to watch him and he would indicate whether to say yes or no. He signed up. He saw the news and realized he had been scammed. He now wants to rescind his enrollment.

What Customer wants MPUC to do?

Help him rescind his enrollment.

Casenumber	DocName	createdby	CreatedDate
2018-I-4589	2018-I-4586 [REDACTED] 2018-I-4589 [REDACTED] re Electricity Maine.msg	Sheila.Pierce	6/26/2018

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

Poetzsch, Kathy

From: Pierce, Sheila
Sent: Tuesday, June 26, 2018 3:13 PM
To: Cottle, Susan
Subject: Electricity Maine 2018-I-4586 [REDACTED] / 2018-I-4589 [REDACTED]

Caller: [REDACTED]

Sanford, Maine 04073
[REDACTED]

Customer called and said that about two months ago a man, Joseph Stewart, came to her home and said he was an auditor. He told her that they were being overcharged by CMP and he could help us with that. He said that CMP's rates were going up to 15 cents per kwh. He said he could lock her in at 12.7 cents kwh. He put her on the phone with someone and told her that whatever the person on the other end of the phone asked her, to watch him and he would indicate whether to say yes or no. So she signed up. It wasn't until she saw in the paper and on the news this week that she realized she'd been scammed. She called CMP today and they confirmed that their rates were not going up to 15 cents per kwh and they referred her to MPUC. She had not yet called Electricity Maine.

I advised her to call Electricity Maine and tell them she wanted to rescind her contract as she felt she signed up under false pretenses. She just called back very pleased and said that she told them she thought she was signed up under false pretenses and she told them she had called MPUC and CMP. They immediately said they would drop her account. I asked her if they had confirmed that she would not have to pay an early opt-out fee. She forgot to ask them that. She is going to call back to confirm that. If they insist on charging her the early opt-out fee, she will call MPUC back.

Ms. [REDACTED] also was calling for her boyfriend, [REDACTED] he was in background giving her permission to talk. He also signed up. They still need to call Electricity Maine back about him because he didn't have all of his pertinent information available. (2018-I-4589).

Sorry this is so long – I just know you like to keep track of these.



Date :03-26-2019

Maine Public Utilities Commission**Cad Case No.2018-I-4603****-----CAD case Metadata-----**

Case Number:	2018-I-4603	Customer/Business Name:	[REDACTED]
Case Type:	Information Contact	Case SubType:	CEP Terms of Service
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	6/27/2018 11:22:29 AM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	CEPs
Disposition Type:		Disposition Date:	2/21/2019 9:47:16 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.	2/21/2019 9:46:57 AM	There is no record of the consumer re-contacting us. This should have been closed previously but was mistakenly left open.	susan.cottle
2.	6/27/2018 11:26:11 AM	Spoke with [REDACTED] this morning and she indicated to me that she is concerned she was scammed by Electricity Maine in March 2018. She states that a gentleman came to her house and told her because she was a senior citizen he could lock her in at a lower rate. Kenny told her he was from CMP so she let him in. I asked [REDACTED] if she had contacted Electricity Maine to discuss the matter and she said she had not. I told her I could open a contact for her, but we could not do anything until she called them. I told her if she was not satisfied with that response to give us a call back.	Lisa.Berube

CAD Case Details**Complainant's Information**

Case Number : 2018-I-4603

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 :

Is your mailing address is
different than service
address :

No

Service Address :

Service Address(Continued) :

Service City :

Old Orchard Beach

MAINE

Service Zip Code :

04064

Utility Detail

Utility/Industry Type : Electric

Utility/Industry Subtype : CEPs

Utility Company Name : ELECTRICITY MAINE, LLC

Utility Account Number :

Have you contacted Utility
Company?

Date of Contact :

No

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 complaint :

In March Kenny Salkeld (Electricity Maine) came to my house. He said he was from CMP and said that because I was a senior citizen he could lock me in at a lower rate. I feel like I was targeted because I was a senior citizen. My bills have been super high and he lied to me.

What Customer wants MPUC to do?

Kenny's # 779-774-0803 CF # 463010



Date :01-04-2019

Maine Public Utilities Commission**Cad Case No.2018-C-4928****-----CAD case Metadata-----**

Case Number:	2018-C-4928	Customer/Business Name:	[REDACTED]
Case Type:	Complaint	Case SubType:	SLAMMING
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	7/18/2018 10:31:18 AM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	CEPs
Disposition Type:	CUSTOMER WAS SLAMMED	Disposition Date:	10/10/2018 11:04:14 AM
Appealed:		Violation:	
Abatement:	33	Staff Assigned for Violation:	
Status:	Closed	Assigned Staff:	Connors Rebecca
IsBusiness:	No		

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

S.No.	Created_Date	Notes	Created_By
1.	12/13/2018 2:18:30 PM	See attached e-mail to Derek	Sheila.Pierce
2.	12/13/2018 2:17:28 PM	I received a call from [REDACTED] assistant. She is requesting a Certified Copy of the Original letter (decision letter) sent to [REDACTED] [REDACTED] on December 10, 2018. I asked if [REDACTED] was their client and she said no. She indicated that he was a witness in one of their cases. She also stated that [REDACTED] has been notified that CASD may be calling him to obtain permission to release this information to [REDACTED]. I told her I would pass this information on to my supervisor.	Sheila.Pierce
3.	10/10/2018 11:09:25 AM	POSSIBLE VIOLATIONS: - All violations are from chapter 305, section 4: (A)(1): EM did not obtain the customer's authorization prior to enrolling his account. (B)(1)(b): EM did not provide the customer with the terms of service document. (B)(2)(a): EM did not provide for a Right of Rescission (terms of service document was never sent). (B)(12)(b): Cancellation of service was not processed within the required two days from the cancellation request.	Rebecca.Connors
4.	10/10/2018 10:47:21 AM	Attached - Decision letter sent to customer via usps and sent to EM via email	Rebecca.Connors
5.	9/4/2018 8:41:13 AM	Attached - email from EM with abatement amount of \$32.97	Rebecca.Connors
6.	8/21/2018 4:27:23 PM	Attached - notes from CMP system from February 14, 2018 regarding two men pretending to be from CMP at the door.	Rebecca.Connors
7.	8/21/2018 4:24:14 PM	Attached - Emails from Mr. Auger showing his cell phone records	Rebecca.Connors
8.	8/21/2018 1:32:21 PM	Attached - Email to EM on 8-20 asking for the amount of the refund.	Rebecca.Connors
9.	8/21/2018 10:55:34 AM	[REDACTED] called back. He states that he in no way ever agreed to any terms of any contract with EM. Discussed the TPV call. He would like a copy of the call sent to him because he does not believe that he agreed to anything and states there was no phone call. Discussed with Derek, and Derek told me it was ok to send a copy of the call to him so he does not have to submit a FOIA request. Attached - copy of the email sent to [REDACTED] with the TPV attached.	Rebecca.Connors
10.	8/20/2018 3:24:08 PM	Tried to call [REDACTED] - left him a detailed message that we have resolved his concerns with EM as they are waiving the \$100 ETF and refunding him any	Rebecca.Connors

amount paid above the SO rate. Left my direct line in case he needs to speak with me, but given that information, I will be considering his case resolved - if this is not the case, please call me no later than Wednesday, August 22 at 4pm. After such time, I will proceed to close this case as resolved.

- | | | | |
|-----|-------------------------|---|-----------------|
| 11. | 8/15/2018
4:30:31 PM | Attached - Response from EM | Rebecca.Connors |
| 12. | 8/6/2018
10:40:35 AM | Inquiry to EM | Rebecca.Connors |
| 13. | 8/6/2018
10:16:27 AM | EM was not on his March bill - it began with his April bill. | Rebecca.Connors |
| 14. | 8/6/2018
10:15:09 AM | Spoke with ██████████. Discussed the door to door sales and the requirement of the TPV - He stated there was no phone call. Let him know that I will be requesting a copy of the required phone call - he again said that there was no phone call - again explained to him that the phone call is a requirement when solicited door to door - so if they can provide me with the phone call there will be nothing I can do - if they cannot provide me with the phone call, EM will be required to refund all monies charged above and beyond the SO rate. He again said that he did not speak to anyone on the phone - again informed him that I will be asking EM for a copy of that call and if they cannot produce the call the charges above the SO rate will be reversed. | Rebecca.Connors |

CAD Case Details-Complainant's Information

Case Number : 2018-C-4928

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 : Arundel
Service Zip Code : 04046

Service State :

MAINE

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 : 04/01/2018

Other Detail

Issues : SLAMMING

Disposition Detail

Case Status : Open

Disposition Type : CUSTOMER
WAS
SLAMMEDImportant Decision : No
Is Possible Violation : Yes

Comments :

Other Information

Abatement Amount(\$): 32.97

I am having an issue with electricity Maine, I
have had standard offer services as a

135

power supplier. Back in February two men came to my door saying they worked for CMP and they wanted to lower my electric bill. I called CMP about this and they said it wasn't them, I asked for ID then they left. Then my March bill came in and it was a little high but I didn't review it. Then in April my bill was high again so after reviewing this I found out I was on electricity Maine. I called electricity Maine must have been at the end of April beginning of Maine. I asked how this happened and I was told it was done from a door sales call. I stated that I didn't want this. I was then told it would get changed back. Then I got the June bill and still with electricity Maine. I called again and now I was told it takes a couple months and should be all set by July's bill. Got July's bill and still electricity Maine. They are .04 more a KWH and I'm sure they won't be willing to give me the money they cheated me out of so I need to know what can be done about this. Thank You [REDACTED]

Customer complaint :**What Customer wants MPUC to do?**

Poetzsch, Kathy

From: PUC, CASD
Sent: Tuesday, July 17, 2018 4:05 PM
To: Connors, Rebecca
Subject: FW: General Complaint or Question Form

Becky--As POD, I am forwarding this correspondence to you...

Thank you,
-S

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

From: PUC, Maine
Sent: Tuesday, July 17, 2018 3:31 PM
To: PUC, CASD <CASD.PUC@maine.gov>
Subject: FW: General Complaint or Question Form

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

From: Mediation, Consumer
Sent: Tuesday, July 17, 2018 2:40 PM
To: 'Nascarfan0108@gmail.com' <Nascarfan0108@gmail.com>
Cc: PUC, Maine <Maine.PUC@maine.gov>
Subject: RE: General Complaint or Question Form

Dear [REDACTED]

Thank you for your email. I have forwarded your email to the Maine Public Utilities commission on your behalf, as they have oversight of our electric companies here in Maine.

Sincerely,

Ms. Micel Desjardins
Assistant Complaint Examiner
Consumer Information and Mediation Service Consumer Protection Division Office of the Maine Attorney General
6 State House Station
Augusta, Maine 04333-0006
PH: (207)626-8849
FAX: (207)626-8812

CONFIDENTIALITY NOTICE:

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

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

From: [REDACTED]
Sent: Saturday, July 14, 2018 7:30 AM
To: Mediation, Consumer <Consumer.Mediation@maine.gov>
Subject: General Complaint or Question Form

General Complaint or Question Form

Your name: [REDACTED]

Your address: [REDACTED]

City: Arundel

State: ME

Zip: 04046

Phone: [REDACTED]

Fax:

E-mail: [REDACTED]

Name of business:

Their address:

City:

State: ME

Zip:

Telephone:

Fax:

E-mail:

Summary of complaint or question: I am having an issue with electricity Maine, I have had standard offer services as a power supplier. Back in February two men came to my door saying they worked for CMP and they wanted to lower my electric bill. I called CMP about this and they said it wasn't them, I asked for Id then they left. Then my March bill came in and it was a little high but I didn't review it . Then in April my bill was high again so after reviewing this I found out I was on electricity Maine. I called electricity Maine must have been at the end of April beginning of Maine. I asked how this happened and I was told it was done from a door sales call. I stated that I didn't want this. I was then told it would get changed back. Then I got the June bill and still with electricity Maine. I called again and now I was told it takes a couple months and should be all set by July's bill. Got July's bill and still electricity Maine. They are .04 more a KWH and I'm sure they won't be willing to give me the money they cheated me out of so I need to know what can be done about this.

Thank You

[REDACTED]

Poetzsch, Kathy

From: Connors, Rebecca
Sent: Monday, August 06, 2018 10:40 AM
To: 'consumeraffairs@sparkenergy.com'
Subject: MPUC Case #2018-C-4928

Good morning,

[REDACTED]
Arundel, ME

[REDACTED] called the MPUC because he states that a salesman came to his door in March pretending to be from CMP – When he asked for the gentleman's ID, the gentleman abruptly left the premises. He states that when he received his April electric bill, EM was his electricity supplier.

Please provide me with the following as soon as possible, but not later than August 20, 2018:

- Copy of TPV call
- Copy of Welcome packet sent to the customer.

If you have any questions, please do not hesitate to contact me. 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: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Wednesday, August 15, 2018 3:32 PM
To: Connors, Rebecca
Subject: MPUC Case #2018-C-4928
Attachments: [REDACTED]

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Complaint No. 2018-C-4928.

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

[REDACTED] filed a complaint with the Maine Public Utilities Commission ("MPUC") disputing the electric service enrollment with Provider.

Investigative Results:

- On 2/15/2018, [REDACTED] authorized the electric enrollment with door-to-door salesperson, Dante Aguayo, with third party vendor, Energy Group Consultants, LLC. As a result, the electric account enrolled onto Electricity Maine's 100% Green 18-month plan at the rate of 10.49 cents/kWh with \$0 Monthly Service Fee ("MSF") and \$100 Early Termination Fee ("ETF"). (*TPV Attached*)
- On 3/7/2018, the electric account became active with EME.
- On 5/7/2018, [REDACTED] contacted EME claiming to have not authorized the enrollment to EME. The EME agent submitted the cancellation request to the utility.
- On 8/6/2018, EME received MPUC Complaint No. 2018-C-4928.
- On 8/7/2018, [REDACTED] contacted EME to check the status of the electric account. The EME agent resubmitted the cancellation request to the utility and advised the \$100 ETF will be waived.

Outcome:

As an initial matter, we would like to apologize for any inconvenience that [REDACTED] may have experienced. We would like to confirm that per the attached TPV, [REDACTED] authorized the electric enrollment to EME. However, due to unforeseen circumstances, [REDACTED] did not receive the Welcome Letter, which includes the Terms of Service and the Consumer Bill of Rights. Additionally, due to an administrative oversight, [REDACTED] request to terminate was not successfully processed. For these reasons, EME has agreed to waive the \$100 ETF and agrees to process a cost analysis to the utility rate from the date of inception (3/7/2018) until the date of termination. Upon completion of the cost analysis, if a credit is deemed due, the customer will be refunded accordingly.

As it stands, EME has submitted a request to the proper department to ensure [REDACTED] electric account successfully terminates.

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

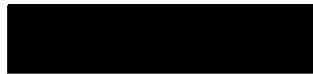
Kindest Regards,



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: Connors, Rebecca <Rebecca.Connors@maine.gov>
Sent: Monday, August 06, 2018 9:40 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] MPUC Case #2018-C-4928

Good morning,



Arundel, ME

[REDACTED] called the MPUC because he states that a salesman came to his door in March pretending to be from CMP – When he asked for the gentleman's ID, the gentleman abruptly left the premises. He states that when he received his April electric bill, EM was his electricity supplier.

Please provide me with the following as soon as possible, but not later than August 20, 2018:

- Copy of TPV call
- Copy of Welcome packet sent to the customer.

If you have any questions, please do not hesitate to contact me. 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: Connors, Rebecca
Sent: Tuesday, August 21, 2018 10:52 AM
To: [REDACTED]
Subject: MPUC Case #2018-C-4928
Attachments: [REDACTED] TPV.WAV

[REDACTED] I have attached a copy of the Third Party Verification call where you agreed to the terms of the contract with Electricity Maine. If you have any questions, please do not hesitate to contact me.

Rebecca Connors

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
Maine Public Utilities Commission
18 State House Station
Augusta, ME 04330
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Poetzsch, Kathy

From: Connors, Rebecca
Sent: Tuesday, August 21, 2018 10:52 AM
To: [REDACTED]
Subject: MPUC Case #2018-C-4928
Attachments: [REDACTED] TPV.WAV

[REDACTED], I have attached a copy of the Third Party Verification call where you agreed to the terms of the contract with Electricity Maine. If you have any questions, please do not hesitate to contact me.

Rebecca Connors

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Augusta, ME 04330
Hotline: 1-800-452-4699
Phone: 207-287-4917
Fax: 207-287-6889
rebecca.connors@maine.gov

Poetzsch, Kathy

From: [REDACTED]
Sent: Tuesday, August 21, 2018 11:58 AM
To: Connors, Rebecca
Subject: Re: MPUC Case #2018-C-4928

Hi Rebecca, here shows my phone records for February 2018 and shows on the 15th that I was on the phone with someone at the time that electricity Maine states the recording happened. Also son the recording the phone number they provided was not mine and I do not live in kennebunkport I live in Arundel. Also I played this recording to a couple other people that said that was not my voice.

So I would like to know what to do from here, do I need to get the local law enforcement involve to report Fraud?

Thank you
[REDACTED]

Date	Time	Number	Origination	Destination	Min.	Airtime Charges
Feb 12	8:07 AM	[REDACTED]	Arundel, ME	Biddeford, ME	6	--
Feb 12	12:22 PM	[REDACTED]	Arundel, ME	Kennebunk, ME	2	--
Feb 12	2:34 PM	[REDACTED]	Arundel, ME	Incoming, CL	34	--
Feb 13	10:26 AM	[REDACTED]	Kennebunk, ME	Incoming, CL	16	--
Feb 13	2:50 PM	[REDACTED]	Wells, ME	Portland, ME	22	--
Feb 13	4:12 PM	[REDACTED]	Arundel, ME	VM Deposit, CL	1	--
Feb 13	4:12 PM	[REDACTED]	Arundel, ME	VM Deposit, CL	1	--
Feb 13	4:26 PM	[REDACTED]	Arundel, ME	Incoming, CL	2	--
Feb 14	3:03 PM	[REDACTED]	Saco, ME	Incoming, CL	31	--
Feb 14	4:12 PM	[REDACTED]	Arundel, ME	Incoming, CL	1	--
Feb 14	4:22 PM	[REDACTED]	Arundel, ME	Toll-Free, CL	2	--
Feb 15	12:37 PM	[REDACTED]	Arundel, ME	Chicago, IL	3	--
Feb 15	4:58 PM	[REDACTED]	Arundel, ME	Incoming, CL	30	--
Feb 16	4:00 PM	[REDACTED]	Arundel, ME	Incoming, CL	32	--
Feb 17	10:19 AM	[REDACTED]	Kennebunk, ME	Toll-Free, CL	1	--
Feb 19	7:32 AM	[REDACTED]	Wells, ME	Incoming, CL	14	--
Feb 19	3:37 PM	[REDACTED]	Wells, ME	VM Deposit, CL	1	--
Feb 19	3:38 PM	[REDACTED]	Wells, ME	VM Deposit, CL	1	--
Feb 19	4:06 PM	[REDACTED]	Arundel, ME	Incoming, CL	31	--
Feb 19	5:09 PM	[REDACTED]	Arundel, ME	Incoming, CL	7	--
Feb 20	3:36 PM	[REDACTED]	Wells, ME	Toll-Free, CL	3	--
Feb 20	4:39 PM	[REDACTED]	Arundel, ME	Incoming, CL	6	--
Feb 20	4:44 PM	[REDACTED]	Arundel, ME	Incoming, CL	12	--

Sent from my iPad

On Aug 21, 2018, at 11:06 AM, Ic[e ██████████ wrote:

Here is my phone records from that time

<image1.png>
from my iPhone

On Aug 21, 2018, at 10:52 AM, Connors, Rebecca <Rebecca.Connors@maine.gov> wrote:

██████████ I have attached a copy of the Third Party Verification call where you agreed to the terms of the contract with Electricity Maine. If you have any questions, please do not hesitate to contact me.

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

██████████ TPV.WAV>

Poetzsch, Kathy

From: [REDACTED]
Sent: Tuesday, August 21, 2018 11:06 AM
To: Connors, Rebecca
Subject: Re: MPUC Case #2018-C-4928

Here is my phone records from that time



11:02 AM



View PDF

Mar 8	8:37 AM	[REDACTED]	Lyman, ME	F
Mar 8	9:40 AM	[REDACTED]	Portland, ME	F
Mar 8	4:23 PM	[REDACTED]	Scarboroug, ME	F
Mar 9	1:50 PM	[REDACTED]	Portland, ME	F
Mar 9	5:13 PM	[REDACTED]	Scarboroug, ME	I

REDACTED

iPhone 8 Plus

from my iPhone

On Aug 21, 2018, at 10:52 AM, Connors, Rebecca <Rebecca.Connors@maine.gov> wrote:

[REDACTED], I have attached a copy of the Third Party Verification call where you agreed to the terms of the contract with Electricity Maine. If you have any questions, please do not hesitate to contact me.

Rebecca Connors

Senior Consumer Assistance Specialist
Consumer Assistance and Safety Division
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Phone: 207-287-4917
Fax: 207-287-6889
rebecca.connors@maine.gov

<[REDACTED]> TPV.WAV>

1003971520	02/20/2018	No Text Available	In Proc...	Custom...	00:00:17	02/20/2018-20:37:17	02/20/2018-20:37:00
1003859841	02/14/2018	cmp at door?	Comple...	Custom...	00:01:09	02/14/2018-16:25:07	02/14/2018-16:23:58
1003860857	02/14/2018	No Text Available	In Proc...	Custom...	00:00:22	02/15/2018-12:43:22	02/15/2018-12:43:00

unauth acct

cust calling states two people were at his door and were trying to get cm info about lowering the rates?

cust states they told him they were from cmp

adv we do not go door to door

and if we ever send a crew member we will always show the cust our badge

adv cust definitely not one of us

all set

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Friday, August 31, 2018 8:58 PM
To: Connors, Rebecca
Cc: Regulatory
Subject: RE: MPUC Case #2018-C-4928

Good evening,

[REDACTED] refund check of \$32.97 was mailed out on 8/30/2018.

Please let me know if we can be of further assistance.

Kind regards,
Martha Lopez

From: Connors, Rebecca [mailto:Rebecca.Connors@maine.gov]
Sent: Monday, August 20, 2018 1:30 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: MPUC Case #2018-C-4928

Good afternoon,

Can you please tell me how much [REDACTED] refund will be and the date of the refund? 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

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Wednesday, August 15, 2018 3:32 PM
To: Connors, Rebecca <Rebecca.Connors@maine.gov>
Subject: MPUC Case #2018-C-4928

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Complaint No. 2018-C-4928.

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

[REDACTED] filed a complaint with the Maine Public Utilities Commission ("MPUC") disputing the electric service enrollment with Provider.

Investigative Results:

- On 2/15/2018, [REDACTED] authorized the electric enrollment with door-to-door salesperson, Dante Aguayo, with third party vendor, Energy Group Consultants, LLC. As a result, the electric account enrolled onto Electricity Maine's 100% Green 18-month plan at the rate of 10.49 cents/kWh with \$0 Monthly Service Fee ("MSF") and \$100 Early Termination Fee ("ETF"). (*TPV Attached*)
- On 3/7/2018, the electric account became active with EME.
- On 5/7/2018, [REDACTED] contacted EME claiming to have not authorized the enrollment to EME. The EME agent submitted the cancellation request to the utility.
- On 8/6/2018, EME received MPUC Complaint No. 2018-C-4928.
- On 8/7/2018, [REDACTED] contacted EME to check the status of the electric account. The EME agent resubmitted the cancellation request to the utility and advised the \$100 ETF will be waived.

Outcome:

As an initial matter, we would like to apologize for any inconvenience that [REDACTED] may have experienced. We would like to confirm that per the attached TPV, [REDACTED] authorized the electric enrollment to EME. However, due to unforeseen circumstances, [REDACTED] did not receive the Welcome Letter, which includes the Terms of Service and the Consumer Bill of Rights. Additionally, due to an administrative oversight, [REDACTED] request to terminate was not successfully processed. For these reasons, EME has agreed to waive the \$100 ETF and agrees to process a cost analysis to the utility rate from the date of inception (3/7/2018) until the date of termination. Upon completion of the cost analysis, if a credit is deemed due, the customer will be refunded accordingly.

As it stands, EME has submitted a request to the proper department to ensure [REDACTED] electric account successfully terminates.

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

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: Connors, Rebecca <Rebecca.Connors@maine.gov>
Sent: Monday, August 06, 2018 9:40 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] MPUC Case #2018-C-4928

Good morning,

[REDACTED]
Arundel, ME

[REDACTED] called the MPUC because he states that a salesman came to his door in March pretending to be from CMP – When he asked for the gentleman's ID, the gentleman abruptly left the premises. He states that when he received his April electric bill, EM was his electricity supplier.

Please provide me with the following as soon as possible, but not later than August 20, 2018:

- Copy of TPV call
- Copy of Welcome packet sent to the customer.

If you have any questions, please do not hesitate to contact me. 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: Connors, Rebecca
Sent: Wednesday, October 10, 2018 10:39 AM
To: 'consumeraffairs@sparkenergy.com'
Subject: MPUC Case #2018-C-4928 Decision letter
Attachments: [REDACTED] Decision Letter.doc

Good afternoon, 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 COMMISSIONMark A. Vannoy
CHAIRMANHarry Lanphear
ADMINISTRATIVE DIRECTORR. Bruce Williamson
Randall D. Davis
COMMISSIONERS

October 10, 2018

Arundel, ME 04046

RE: CASD Case #2018-C-4928 – Electricity Maine (EM)

Dear [REDACTED]:

On July 18, 2018, you contacted the Consumer Assistance and Safety Division (C ASD) regarding your account with EM. During this call, you stated that you did not sign up with EM, yet you were being charged a high rate by EM for your electric supply. Because you had not signed up with EM, you asked that this office investigate why EM was established as your electricity supplier.

As part of my investigation, I researched your account in Central Maine Power's (CMP) records. I found that your electricity supply was switched from the Standard Offer for your electricity supply to EM, beginning with your bill dated April 5, 2018. Your account records indicate that you contacted CMP on February 14, 2018, inquiring about two men who came to your door and told you they were from CMP. They asked you to confirm your account information in order to obtain lower electricity rates. During this call, you were advised by the customer service representative (CSR) that CMP does not send people door to door, but if they had to send a crew to your home for any reason, the crew members would have badges. You stated to the CSR that these two men were definitely not CMP.

I then contacted EM for your account information. In response to my request for information, EM provided me with a copy of the Third-Party Verification call (TPV), which took place on February 15, 2018, at 5:03pm. This was more than 24 hours after you indicated that the two gentlemen left your property. 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, the gentleman who answered the phone agreed to the terms of the contract with EM, confirmed a phone number of (207)613-7883 and confirmed that the service address was located in Kennebunkport.

I contacted you to review the TPV call. You stated that you were not the person on the TPV call, that the confirmed phone number was not a phone number you were familiar with, and that your service address is in Arundel, not Kennebunkport. Additionally, you provided me with your phone records showing that your cell phone was in use during the entire duration of the TPV call.

I called the phone number that was confirmed during the TPV call. The phone number is a text/mail subscriber application that anyone can download onto their phone or computer, allowing for an anonymous number to make and receive calls.

In addition to the TPV, EM provided the contact logs for your account. EM's records show that you contacted them on May 7, 2018, and informed them that you did not authorize the enrollment with EM and did not want them as your electricity supplier. The records show that no action was taken

at that time to cancel your account. You further stated that after you received your June bill, still showing EM as your electricity supplier, you stated you called EM again and the representative explained that it takes a couple of billing cycles for the cancellation to go through. EM did not have record of this call. On August 7, 2018, EM's records show that you contacted them after receiving your August bill, with EM still listed as your supplier. You questioned the representative about why EM was still listed as your electricity supplier since you initially requested the cancellation in May. It was during this call that the EM agent submitted your cancellation request.

During our initial phone conversation, I asked you if you had received a "Welcome Packet" or "Terms of Service" document following the enrollment of EM as your electricity supplier and you stated you had not. EM confirmed that this required document was not sent to you. Given EM's confirmation that they failed to send you the required Welcome Packet and failed to properly cancel your account upon your request, EM agreed to waive the \$100.00 early termination fee for canceling your contract before the contract expiration date, and they have also agreed to refund any amount paid for your electricity supply above the Standard Offer rate of \$0.079206 per kWh, totaling \$32.97.

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. Commission rules further state if a CEP does not possess the required evidence of the customer's affirmative choice and that the customer makes an initial compliant within 75 days after the statement date of a bill containing charges from the new provider, indicating that the unauthorized transfer has occurred, the CASD will require the new provider to refund to the customer, any charges already paid to the new provider.

Commission rules additionally state that CEPs must provide each customer with a Terms of Service document within seven (7) calendar days of agreeing to provide service with a customer. Further, Commission rules state that a customer can cancel service with a CEP at any time and that cancellation request must be submitted to the transmission and distribution utility within two business days of the requested cancellation.

Given the information above, it is my decision that EM did not obtain your required authorization when enrolling your account, did not provide you with the required Terms of Service document upon enrollment of your account, and did not cancel your account within the required two business days of your request to cancel. Further, because you contacted EM within the required 75 days of the first EM charges appearing on your account, EM must refund you the entire amount that you have paid to them for your electricity supply.

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(I), which you can find via this link: <http://www.maine.gov/mpuc/legislative/rules/part8-multi.shtml>.

REDACTED

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: Pierce, Sheila
Sent: Thursday, December 13, 2018 2:16 PM
To: Davidson, Derek D.
Subject: 2018-C-4928 [REDACTED] Request for Certified copy of Decision Letter

Per our conversation, I just received a call from [REDACTED]. She is requesting a Certified Copy of the Original letter (decision letter) sent to [REDACTED] on December 10, 2018. I asked if [REDACTED] was their client and she said no. She indicated that he was a witness in one of their cases. She also stated that [REDACTED] has been notified that CASD may be calling him to obtain permission to release this information to Mr. Donahue.

I told her I would pass this information on to my supervisor.

Casenumber	DocName	createdby	CreatedDate
2018-C-4928	FW General Complaint or Question Form.msg	Rebecca.Connors	7/18/2018
2018-C-4928	MPUC Case #2018-C-4928.msg	Rebecca.Connors	8/6/2018
2018-C-4928	8-15 MPUC Case #2018-C-4928.msg	Rebecca.Connors	8/15/2018
2018-C-4928	8-21 MPUC Case #2018-C-4928.msg	Rebecca.Connors	8/21/2018
2018-C-4928	8-21 MPUC Case #2018-C-4928.msg	Rebecca.Connors	8/21/2018
2018-C-4928	8-21 2 MPUC Case #2018-C-4928.msg	Rebecca.Connors	8/21/2018
2018-C-4928	8-21 3 MPUC Case #2018-C-4928.msg	Rebecca.Connors	8/21/2018
2018-C-4928	CMP notes.docx	Rebecca.Connors	8/21/2018
2018-C-4928	9-4 MPUC Case #2018-C-4928.msg	Rebecca.Connors	9/4/2018
2018-C-4928	[REDACTED] Decision Letter.doc	Rebecca.Connors	10/10/2018
2018-C-4928	MPUC Case #2018-C-4928 Decision letter.msg	Rebecca.Connors	10/10/2018
2018-C-4928	2018-C-4928 [REDACTED] - e-mail to Derek.msg	Sheila.Pierce	12/13/2018

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

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Tuesday, October 16, 2018 12:38 PM
To: Somers, Elizabeth
Subject: [EXTERNAL SENDER] RE: 2018-C-5571
Attachments: [REDACTED] re-rate.PNG, [REDACTED] refund amount.PNG

Good morning,

Please see the attached re-rate calculations as [REDACTED] will be refunded \$117.64 from the inception date of 6/5/2018 through the last date billed of 9/3/2018. As such, he can expect to receive the refund via US Mail within the next 21 business days.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Thursday, October 11, 2018 3:51 PM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] RE: 2018-C-5571

Good Afternoon,

I will be issuing a decision that EM improperly enrolled this customer and require that Electricity re-rate the customer's account to reflect the cost of the Standard Offer in effect when the customer was enrolled. I will require this information by Friday, October 19, 2018, to include the calculation and the amount due to the customer or owed to EM. Furthermore, EM may not charge an ETF.

The reasons for this decision are: Chapter 305 requires that a CEP provide a customer with the terms of service within 7 calendar days of agreeing to provide service; and the rule prohibits a provider from enrolling a customer prior to the customer receiving the terms of service and the expiration of the customer's statutory right of rescission.

If you have any questions, please don't hesitate to email or call me at 207-287-4946.

Thank you,

Beth Somers

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Thursday, August 23, 2018 6:06 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: 2018-C-5571

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case # 2018-C-5571.

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 a sales person for Electricity Maine contacted him at home and stated he would be able to provide him with a lower rate. Additionally, he states he was told he would receive money back.

Investigative Results:

- On 5/9/2018, [REDACTED] authorized the electric enrollment onto the 100% Green 24 month plan with a sales agent from AGD Energy LLC. This plan offers the rate of 11.90 cents/kWh with a \$0 monthly Service Fee and a \$100 Early Termination Fee. (*TPV Attached*)
- On 6/8/2018, EME sent the Welcome Letter. (*Letter Attached*)
- On 6/5/2018, the electric service became active.
- On 8/9/2018, [REDACTED] contacted EME and requested to cancel the electric service and asked to be reimbursed for charges assessed to him. The EME agent advised him per the TPV he agreed to the rate and that no credits were due to him. Additionally, the EME agent submitted the cancellation request.
- On 8/10/2018, EME received MPUC Case# 2018-C-5571.

Outcome:

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

We'd like to confirm that per the attached TPV authorized by [REDACTED] on 5/9/2018 that the enrollment for the rate of 11.90 cents/ kWh was understood and accepted by [REDACTED] without any objections from the customer. Additionally, on 6/8/2018, EME sent the attached Welcome Letter which outlines the rate and terms and conditions. For these reasons [REDACTED] account does not warrant any credits or adjustments.

Lastly, as it stands, [REDACTED] electric account is scheduled to terminate on 9/4/2018 with the cancellation date solely determined by the utility. As such, [REDACTED] will be responsible for the billing until the cancellation is completed as it is 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: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Friday, August 10, 2018 3:07 PM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-5571

Good Afternoon,

I was contacted by [REDACTED] of [REDACTED] Warren.

[REDACTED] indicated that he was improperly enrolled. He stated that a salesperson for EM contacted him at his home (Rob Phillips(?)) and left him a phone number of 227-3161. He stated that the sales person told him that he would be able to provide him with a lower rate because among other things, they were able to buy American. He said that he was told he would be receiving money back.

For this complaint can you please forward the following information as soon as possible but not later than August 24, 2018:

A copy of the TPV

A copy of the Enrollment letter that detailed the rate and the rescission period

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

REDACTED

Year	Utility	Month	Usage	Service Period	Spark Charge	MSF	Spark Rate	Total Invoice	Utility Rate	Utility Charge
2018	CMP	June	694	6/5/2018-7/2/2018	\$82.59		\$0.1190	\$82.59	\$0.079206	\$54.9692
2018	CMP	July	979	7/4/2018-8/1/2018	\$118.00		\$0.1205	\$118.00	\$0.079206	\$77.5430
2018	CMP	August	1151	8/3/2018-9/3/2018	\$140.73		\$0.1223	\$140.73	\$0.079206	\$91.1665

REDACTED

Total Value	\$117.64	Full Rerate
	-\$58.82	50% Rerate
	-\$39.21	25% Rerate

Difference	
(\$27.6208)	
(\$40.4570)	
(\$49.5635)	

Poetzsch, Kathy

From: [REDACTED]
Sent: Monday, November 05, 2018 6:58 PM
To: Somers, Elizabeth
Subject: Re: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2

I hope I don't come off as a pain to deal with I just want to make sure I'm not giving electricity Maine a cent more than I'm legally made to pay. I hope you understand my reasoning for that. I paid 2 months at 250\$ paid the 125 to keep them from shutting me off and still owe close to 300. Cmp has been great. I will pay them off in full asap . I just want to make sure electricity Maine is paying the correct amount. Also I wish there was a way to stop this from continuing. There's not a person in the world that would knowingly pay more for electricity for no reason. 100% of there sales tactics in most any bueishes is a crime.

Sent from Yahoo Mail. [Get the app](#)

On Thursday, October 11, 2018, 4:41:21 PM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

Hi [REDACTED],

I reviewed the information that was provided by Electricity Maine. I will be finding that they have to adjust your bills to reflect what you would have paid on the standard offer. If you have paid the bills in full, this should result in a refund of the difference of the standard offer rate and the rate charged by Electricity Maine. If you haven't paid, you will be responsible to pay the cost that you would have paid on the standard offer.

Once I receive the numbers from Electricity Maine, I will let you know what to expect. You will also not be subject to an early termination fee.

Regards,

Beth Somers

From: [REDACTED]
Sent: Wednesday, October 10, 2018 1:12 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2

REDACTED

Hello just checking in

Sent from Yahoo Mail. [Get the app](#)

On Wednesday, September 26, 2018, 12:40:05 PM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

Good Afternoon [REDACTED]

I have received the information about your enrollment from Electricity Maine, and I will try to review this afternoon so that I can provide you with information.

Thank you for your patience.

Beth Somers

From: [REDACTED]
Sent: Wednesday, September 26, 2018 12:33 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: RE: Automatic reply: RE: RE: Part 2

I'm sorry for sending so many messages but I would like to hear what is going on. My account with electricity Maine has been canceled I was bit late paying the bill . I was about 9 days late on one month and they sent me a disconnection notice . I paid the amount to stop the disconnection but it seems as if there trying to punish me. It's the first time that has ever happened without being atleast 2 - 3 months behind. I would think with an active dispute and alagation of fraud and unethical sales tactics they would atleast wait until the investigation is concluded . I just want to go back to cmp . I'm a low income individual and this is cussing a lot of stress. I made this switch because of lies about cheaper rates and my bill continues to climb . I don't know what to do at this point. I'm not using anything different in the house but I'm paying 250 a month . Last year is was never this high. Is it my meter ? Electricity maine? I just want to try and get this straightened out. I have my elderly grandmother staying with me and my biggest fear is losing power with her in the house as it's getting colder .

Sent from Yahoo Mail. [Get the app](#)

On Tuesday, September 11, 2018, 8:10:12 AM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

Good Morning [REDACTED]

I have received the information and hope to review and get back to you this week.

Thanks for checking in.

Beth Somers

From: [REDACTED]
Sent: Friday, September 07, 2018 9:47 AM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: Automatic reply: RE: RE: Part 2

Hello , checking in. Hope you had a wonderful vacation.

Sent from Yahoo Mail. [Get the app](#)

REDACTED

On Monday, September 3, 2018, 7:45:56 PM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

I will be out of the office until September 5, 2018. I will respond to emails when I return. If you need immediate assistance, please dial 1-800-452-4699.

Beth Somers

Poetzsch, Kathy

From: [REDACTED]
Sent: Monday, November 05, 2018 5:41 PM
To: Somers, Elizabeth
Subject: [EXTERNAL SENDER] Re: Electricity Maine

Thank you ! My new bill is a lot more realistic . Less then 100 per month . Does the refund also include the 2 months I already paid? On my current bill it says I owe them 258.73 but I paid the 125 to keep my power from being shut off . It also states that I owe cmp 191.29 that's for 2 months an seems reasonable. It just seems the 117 from electricity Maine seems a bit low . Idk let me know what you think

Sent from Yahoo Mail. [Get the app](#)

On Thursday, October 25, 2018, 9:30:38 AM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

Good Morning [REDACTED]

Electricity Maine has provided the information about rerating your bill. The will be issuing a refund for \$117.64 and have indicated that you should receive a check with in three weeks.

If you agree that this resolves your complaint, I will close your complaint. Please let me know if you have any questions

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

REDACTED

Phone: 1-800-452-4699

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Tuesday, November 13, 2018 4:52 PM
To: [REDACTED]
Subject: RE: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2

Good Afternoon [REDACTED],

Electricity Maine rebilled the three months you had service to reflect what you should have paid if you were receiving the standard offer. So for the month of June, the difference between what you paid and what you would have paid if you were receiving the standard offer was \$27.62; July was \$40.46 and August was \$49.56 for a total refund of \$117.64. So this is the correct amount .

With regard to your concerns with the sales approach, I did make Electricity Maine aware of the concerns and this is a permanent part of your record should the Commission need to review it.

I hope that this addresses your concerns.

Beth Somers

From: [REDACTED]
Sent: Monday, November 05, 2018 6:58 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2

I hope I don't come off as a pain to deal with I just want to make sure I'm not giving electricity Maine a cent more than I'm legally made to pay. I hope you understand my reasoning for that. I paid 2 months at 250\$ paid the 125 to keep them from shutting me off and still owe close to 300. Cmp has been great. I will pay them off in full asap . I just want to make sure electricity Maine is paying the correct amount. Also I wish there was a way to stop this from continuing. There's not a person in the world that would knowingly pay more for electricity for no reason. 100% of there sales tactics in most any bueisnes is a crime.

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Hi [REDACTED],

I reviewed the information that was provided by Electricity Maine. I will be finding that they have to adjust your bills to reflect what you would have paid on the standard offer. If you have paid the bills in full, this should result in a refund of the difference of the standard offer rate and the rate charged by Electricity Maine. If you haven't paid, you will be responsible to pay the cost that you would have paid on the standard offer.

Once I receive the numbers from Electricity Maine, I will let you know what to expect. You will also not be subject to an early termination fee.

Regards,

Beth Somers

From: [REDACTED]
Sent: Wednesday, October 10, 2018 1:12 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2

Hello just checking in

Sent from Yahoo Mail. [Get the app](#)

On Wednesday, September 26, 2018, 12:40:05 PM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

Good Afternoon [REDACTED],

I have received the information about your enrollment from Electricity Maine, and I will try to review this afternoon so that I can provide you with information.

Thank you for your patience.

Beth Somers

REDACTED

From: [REDACTED]
Sent: Wednesday, September 26, 2018 12:33 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: RE: Automatic reply: RE: RE: Part 2

I'm sorry for sending so many messages but I would like to hear what is going on. My account with electricity Maine has been canceled I was bit late paying the bill . I was about 9 days late on one month and they sent me a disconnection notice . I paid the amount to stop the disconnection but it seems as if they are trying to punish me. It's the first time that has ever happened without being atleast 2 - 3 months behind. I would think with an active dispute and allegation of fraud and unethical sales tactics they would atleast wait until the investigation is concluded . I just want to go back to cmp . I'm a low income individual and this is causing a lot of stress. I made this switch because of lies about cheaper rates and my bill continues to climb . I don't know what to do at this point. I'm not using anything different in the house but I'm paying 250 a month . Last year is was never this high. Is it my meter ? Electricity maine? I just want to try and get this straightened out. I have my elderly grandmother staying with me and my biggest fear is losing power with her in the house as it's getting colder .

Sent from Yahoo Mail. [Get the app](#)

On Tuesday, September 11, 2018, 8:10:12 AM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

Good Morning [REDACTED],

I have received the information and hope to review and get back to you this week.

Thanks for checking in.

Beth Somers

From: [REDACTED]
Sent: Friday, September 07, 2018 9:47 AM

REDACTED

To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: Automatic reply: RE: RE: Part 2

Hello , checking in. Hope you had a wonderful vacation.

Sent from Yahoo Mail. [Get the app](#)

On Monday, September 3, 2018, 7:45:56 PM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

I will be out of the office until September 5, 2018. I will respond to emails when I return. If you need immediate assistance, please dial 1-800-452-4699.

Beth Somers

Poetzsch, Kathy

From: [REDACTED]
Sent: Thursday, November 15, 2018 1:41 PM
To: Somers, Elizabeth
Subject: Re: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2

Based off those numbers the math is correct . But I paid more then what is listed on those bills . I have all the bills at home I will email them to you after I get out of work.

Sent from Yahoo Mail. [Get the app](#)

On Wednesday, November 14, 2018, 10:05:01 AM EST, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

Good Morning,

Attached are the two files provided by EM that show what rate you were charged by them and what rate the standard offer charge would have been. Electricity Maine is part of Spark Energy and so you will see them listing it as Spark. You will see the month, what the charge for your supply was, what the rate charged was, and then the Standard Offer rate and what your charges would have been at that rate. On the second file it shows the difference between the two rates and the total amount in excess of the standard offer.

Your bill is based on the kWh that you use. So you can see the amount you used in the Usage column and times that by the rate. Your bills are generated by CMP and the information is provided to the competitive supplier.

I hope this helps you understand how this is calculated. You would be responsible to pay for the electricity you used at the Standard Offer rate and EM has provided a refund that reflects the difference between their rate and the standard offer.

Beth Somers

From: [REDACTED]
Sent: Tuesday, November 13, 2018 10:46 PM

REDACTED

To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2

I just don't see how the new bill is 100\$ consertive estimate cheaper then my prior bills. Then get figures with such low numbers . I paid 250 a month for 2 months , my bill was 94 \$ This month . If possible I would like to see the breakdown they used . I still owe them almost 300\$ I paid 250 for 2 months 50 of that going to cmp for delivery charges , 125 to not have my power shut off . I only had the servise for 3 months. It just dosent add up for me. I still have the check uncashed. I would like to see that breakdown if possible

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On Tuesday, November 13, 2018, 4:52:12 PM EST, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

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I hope that this addresses your concerns.

Beth Somers

REDACTED

From: [REDACTED]
Sent: Monday, November 05, 2018 6:58 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2

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Regards,

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Subject: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2

Hello just checking in

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From: [REDACTED]
Sent: Wednesday, September 26, 2018 12:33 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: RE: Automatic reply: RE: RE: Part 2

REDACTED

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Thanks for checking in.

Beth Somers

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Subject: Re: Automatic reply: RE: RE: Part 2

Hello , checking in. Hope you had a wonderful vacation.

REDACTED

Sent from Yahoo Mail. [Get the app](#)

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Beth Somers

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Wednesday November 14, 2018 10:05 AM
To: [REDACTED]
Subject: RE: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2
Attachments: [REDACTED] re-rate.PNG; [REDACTED] refund amount.PNG

Good Morning,

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I hope this helps you understand how this is calculated. You would be responsible to pay for the electricity you used at the Standard Offer rate and EM has provided a refund that reflects the difference between their rate and the standard offer.

Beth Somers

From: [REDACTED]
Sent: Tuesday, November 13, 2018 10:46 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2

I just don't see how the new bill is 100\$ consertive estimate cheaper then my prior bills. Then get figures with such low numbers . I paid 250 a month for 2 months , my bill was 94 \$ This month . If possible I would like to see the breakdown they used . I still owe them almost 300\$ I paid 250 for 2 months 50 of that going to cmp for delivery charges , 125 to not have my power shut off . I only had the servise for 3 months. It just dosent add up for me. I still have the check uncashed. I would like to see that breakdown if possible

Sent from Yahoo Mail. [Get the app](#)

On Tuesday, November 13, 2018, 4:52:12 PM EST, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

Good Afternoon [REDACTED]

Electricity Maine rebilled the three months you had service to reflect what you should have paid if you were receiving the standard offer. So for the month of June, the difference between what you paid and what you

REDACTED

would have paid if you were receiving the standard offer was \$27.62; July was \$40.46 and August was \$49.56 for a total refund of \$117.64. So this is the correct amount .

With regard to your concerns with the sales approach, I did make Electricity Maine aware of the concerns and this is a permanent part of your record should the Commission need to review it.

I hope that this addresses your concerns.

Beth Somers

From: [REDACTED]
Sent: Monday, November 05, 2018 6:58 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2

I hope I don't come off as a pain to deal with I just want to make sure I'm not giving electricity Maine a cent more than I'm legally made to pay. I hope you understand my reasoning for that. I paid 2 months at 250\$ paid the 125 to keep them from shutting me off and still owe close to 300. Cmp has been great. I will pay them off in full asap . I just want to make sure electricity Maine is paying the correct amount. Also I wish there was a way to stop this from continuing. There's not a person in the world that would knowingly pay more for electricity for no reason. 100% of there sales tactics in most any business is a crime.

Sent from Yahoo Mail. [Get the app](#)

On Thursday, October 11, 2018, 4:41:21 PM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

Hi [REDACTED],

REDACTED

I reviewed the information that was provided by Electricity Maine. I will be finding that they have to adjust your bills to reflect what you would have paid on the standard offer. If you have paid the bills in full, this should result in a refund of the difference of the standard offer rate and the rate charged by Electricity Maine. If you haven't paid, you will be responsible to pay the cost that you would have paid on the standard offer.

Once I receive the numbers from Electricity Maine, I will let you know what to expect. You will also not be subject to an early termination fee.

Regards,

Beth Somers

From: [REDACTED]
Sent: Wednesday, October 10, 2018 1:12 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2

Hello just checking in

Sent from Yahoo Mail. [Get the app](#)

On Wednesday, September 26, 2018, 12:40:05 PM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

Good Afternoon [REDACTED]

I have received the information about your enrollment from Electricity Maine, and I will try to review this afternoon so that I can provide you with information.

Thank you for your patience.

Beth Somers

From: [REDACTED]
Sent: Wednesday, September 26, 2018 12:33 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: RE: Automatic reply: RE: RE: Part 2

I'm sorry for sending so many messages but I would like to hear what is going on. My account with electricity Maine has been canceled I was bit late paying the bill . I was about 9 days late on one month and they sent me a disconnection notice . I paid the amount to stop the disconnection but it seems as if there trying to punish me. It's the first time that has ever happened without being atleast 2 - 3 months behind. I would think with an active dispute and allegation of fraud and unethical sales tactics they would atleast wait until the investigation is concluded . I just want to go back to cmp . I'm a low income individual and this is causing a lot of stress. I made this switch because of lies about cheaper rates and my bill continues to climb . I don't know what to do at this point. I'm not using anything different in the house but I'm paying 250 a month . Last year is was never this high. Is it my meter ? Electricity maine? I just want to try and get this straightened out. I have my elderly grandmother staying with me and my biggest fear is losing power with her in the house as it's getting colder .

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On Tuesday, September 11, 2018, 8:10:12 AM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

Good Morning [REDACTED]

I have received the information and hope to review and get back to you this week.

Thanks for checking in.

Beth Somers

From: [REDACTED]
Sent: Friday, September 07, 2018 9:47 AM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: Automatic reply: RE: RE: Part 2

Hello , checking in. Hope you had a wonderful vacation.

Sent from Yahoo Mail. [Get the app](#)

On Monday, September 3, 2018, 7:45:56 PM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

I will be out of the office until September 5, 2018. I will respond to emails when I return. If you need immediate assistance, please dial 1-800-452-4699.

Beth Somers

REDACTED

Year	Utility	Month	Usage	Service Period	Spark Charge	MSF	Spark Rate	Total Invoice	Utility Rate	Utility Charge
2018	CMP	June	694	6/5/2018-7/2/2018	\$82.59		\$0.1190	\$82.59	\$0.079206	\$54.9692
2018	CMP	July	979	7/4/2018-8/1/2018		\$118.00	\$0.1205	\$118.00	\$0.079206	\$77.5430
2018	CMP	August	1151	8/3/2018-9/3/2018		\$140.73	\$0.1223	\$140.73	\$0.079206	\$91.1665

REDACTED

Total Value	Full Rerate
\$117.64	
-\$58.82	50% Rerate
-\$39.21	25% Rerate

Difference
(\$27.6208)
(\$40.4570)
(\$49.5635)

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Friday November 16, 2018 12:36 PM
To: [REDACTED]
Subject: RE: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2

Good Afternoon [REDACTED],

The records indicate that you were enrolled from 06/05/18 through 09/04/18. This is the time frame that Electricity Maine was active as your electricity supplier. The other portion of your bill is the transmission & distribution (CMP). None of the CMP charges would be subject to re-rating. Electricity Maine receives the information from CMP about your electricity usage and payment to Electricity Maine is transmitted by CMP.

Electricity Maine has provided a refund to you of the difference between what you paid at Electricity Maine's supply rate and what you would have paid at the Standard Offer rate if you had not been enrolled with them.

If you have evidence that contradicts the information provided to me by Electricity Maine, please provide this no later than November 23, 2018. I will review the information provided and issue a decision thereafter.

Thank you,

Beth Somers

From: [REDACTED]
Sent: Thursday, November 15, 2018 1:41 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2

Based off those numbers the math is correct . But I paid more than what is listed on those bills . I have all the bills at home I will email them to you after I get out of work.

Sent from Yahoo Mail. [Get the app](#)

On Wednesday, November 14, 2018, 10:05:01 AM EST, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

Good Morning,

Attached are the two files provided by EM that show what rate you were charged by them and what rate the standard offer charge would have been. Electricity Maine is part of Spark Energy and so you will see them listing it as Spark. You will see the month, what the charge for your supply was, what the rate charged was, and then the Standard Offer rate and what your charges would have been at that rate. On the second file it shows the difference between the two rates and the total amount in excess of the standard offer.

REDACTED

Your bill is based on the kWh that you use. So you can see the amount you used in the Usage column and times that by the rate. Your bills are generated by CMP and the information is provided to the competitive supplier.

I hope this helps you understand how this is calculated. You would be responsible to pay for the electricity you used at the Standard Offer rate and EM has provided a refund that reflects the difference between their rate and the standard offer.

Beth Somers

From: [REDACTED]
Sent: Tuesday, November 13, 2018 10:46 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2

I just don't see how the new bill is 100\$ consertive estimate cheaper then my prior bills. Then get figures with such low numbers . I paid 250 a month for 2 months , my bill was 94 \$ This month . If possible I would like to see the breakdown they used . I still owe them almost 300\$ I paid 250 for 2 months 50 of that going to cmp for delivery charges , 125 to not have my power shut off . I only had the servise for 3 months. It just dosent add up for me. I still have the check uncashed. I would like to see that breakdown if possible

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I hope that this addresses your concerns.

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Hello just checking in

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REDACTED

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I will be out of the office until September 5, 2018. I will respond to emails when I return. If you need immediate assistance, please dial 1-800-452-4699.

Beth Somers

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Friday, November 30, 2018 12:24 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: 2018-C-5571
Attachments: 2018-C-5571.doc

Good Afternoon Ms. Lusk,

Attached is the decision letter closing this complaint.

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: 1-800-452-4699

REDACTED



STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Mark A. Vannoy
CHAIRMAN

Harry Lanphear
ADMINISTRATIVE DIRECTOR

R. Bruce Williamson
Randall D. Davis
COMMISSIONERS

December 3, 2018

[REDACTED]
Warren, ME 04864

RE: CASD CASE 2018-C-5571-Electricity Maine, dba Provider Power/Spark Energy
Account # [REDACTED]

Dear [REDACTED]:

On August 9, 2018, you contacted the Consumer Assistance Division (C ASD), regarding a dispute with Electricity Maine. You asked the CASD for assistance.

In your complaint, you stated that a sales person had contacted you at your home and told you that Electricity Maine would be able to provide you with a lower rate than what you were paying for your electricity supply. You stated that you were misled by the salesperson and you asked me to investigate

In response to my request for information, Electricity Maine provided information that shows you authorized Electricity Maine to provide your electricity supply during a Third-Party Verification call (TPV), which took place on May 9, 2018. The records also show that your account was enrolled with Electricity Maine on June 5, 2018, and that Electricity Maine sent you a Welcome Letter on June 8, 2018. Electricity Maine received your request to drop their service on August 9, 2018 and submitted the cancellation request.

Commission rules state that when a Competitive Electricity Supplier (CEP) enrolls a new customer, it is required to verify an affirmative customer choice which can be accomplished through a TPV. The CEP is also required to provide the Terms of Service to the customer within 7 calendar days of agreeing to provide service. The CEP also may not enroll a customer until the Terms of Service document has been provided to the customer and the customer's statutory right of rescission has expired.

I discussed the account with the Electricity Maine representative who agreed that Electricity Maine did not follow the enrollment process as outlined in the rule. Therefore, Electricity Maine will not assess an early termination fee. Electricity Maine provided the calculation for the kWh billed to your account while enrolled as an Electricity Maine customer. The difference between what you paid and what you would have paid at the Standard Offer, is \$117.64. Electricity Maine confirmed that you will receive a check for this amount.

When you and I communicated via email about the resolution, I provided you with the calculations as sent to me by Electricity Maine. You told me that you still believed that you paid more than what Electricity Maine provided for in the calculation. I requested that you present any evidence that supports your position and forward it to me by November 23, 2018. As of the date of this letter, I have not received a response. Therefore, my decision is that Electricity Maine fulfilled its obligation to you when it returned your account to the standard offer without penalty and provided a refund for the difference of

what you were billed at Electricity Maine's rate, and what you would have paid at the Standard Offer rate.

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>.

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

Casenumber	DocName	createdby	CreatedDate
2018-C-5571	Texts from electricity Maine.msg	Elizabeth.Somers	8/10/2018
2018-C-5571	Part 2.msg	Elizabeth.Somers	8/10/2018
2018-C-5571	2018-C-5571.msg	Elizabeth.Somers	8/10/2018
2018-C-5571	RE Part 2.msg	Elizabeth.Somers	8/10/2018
2018-C-5571	RE RE Part 2.msg	Elizabeth.Somers	8/21/2018
2018-C-5571	RE 2018-C-5571.msg	Elizabeth.Somers	9/26/2018
2018-C-5571	RE RE Automatic reply RE RE Part 2.msg	Elizabeth.Somers	9/26/2018
2018-C-5571	Re Automatic reply Automatic reply RE RE Part 2 3.msg	Elizabeth.Somers	9/26/2018
2018-C-5571	Re Automatic reply RE RE Part 2 2.msg	Elizabeth.Somers	9/26/2018
2018-C-5571	RE 2018-C-5571 re rating.msg	Elizabeth.Somers	10/11/2018
2018-C-5571	RE EXTERNAL SENDER Re Automatic reply RE RE Part 2 october.msg	Elizabeth.Somers	10/11/2018
2018-C-5571	EXTERNAL SENDER RE 2018-C-5571.msg	Elizabeth.Somers	10/16/2018
2018-C-5571	[REDACTED] resp1.msg	Elizabeth.Somers	11/13/2018
2018-C-5571	[REDACTED] resp 2.msg	Elizabeth.Somers	11/13/2018
2018-C-5571	Final explanation.msg	Elizabeth.Somers	11/13/2018
2018-C-5571	RE EXTERNAL SENDER Re Automatic reply RE RE Part 211-13.msg	Elizabeth.Somers	11/16/2018
2018-C-5571	Re EXTERNAL SENDER Re Automatic reply RE RE Part 2 11-14.msg	Elizabeth.Somers	11/16/2018
2018-C-5571	Request for evidence.msg	Elizabeth.Somers	11/16/2018
2018-C-5571	Decision.msg	Elizabeth.Somers	11/30/2018

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



Date :01-09-2019

Maine Public Utilities Commission**Cad Case No.2018-C-5571****-----CAD case Metadata-----**

Case Number:	2018-C-5571	Customer/Business Name:	[REDACTED]
Case Type:	Complaint	Case SubType:	CEP Terms of Service
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	8/9/2018 2:10:30 PM
Utility/Industry	Electric	Utility/Industry Subtype:	CEPs
Type:			
Disposition Type:	UTILITY DID NOT PROVIDE ADEQUATE SERVICE	Disposition Date:	11/30/2018 12:27:36 PM
Appealed:			
Abatement:	118	Violation:	
Status:	Closed	Staff Assigned for Violation:	
IsBusiness:	No	Assigned Staff:	Somers Elizabeth

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

S.No.	Created_Date	Notes	Created_By
1.	11/30/2018 12:25:14 PM	Attached is the decision letter that was mailed to [REDACTED] and emailed to EM	Elizabeth.Somers
2.	11/16/2018 12:37:32 PM	Attach: email to [REDACTED] with an explanation and a request for any evidence by November 23, 2018.	Elizabeth.Somers
3.	11/16/2018 12:20:53 PM	Attached is [REDACTED] response to my email explaining the breakdown and my response to him with the files provided by EM and his response later that day on 11-14	Elizabeth.Somers
4.	11/13/2018 4:53:13 PM	Attach: may response to [REDACTED]	Elizabeth.Somers
5.	11/13/2018 4:43:07 PM	Attached is [REDACTED] response to my email regarding the amount that EM will be remitting and a second email from him with questions	Elizabeth.Somers
6.	10/16/2018 3:26:44 PM	Attach: response from EM	Elizabeth.Somers
7.	10/11/2018 4:55:58 PM	Attached are my response to [REDACTED] inquiry about his case and my email to EM to advise them of what I will be deciding.	Elizabeth.Somers
8.	9/26/2018 1:33:00 PM	Attach: emails from [REDACTED]	Elizabeth.Somers
9.	9/26/2018 12:42:56 PM	Attach: email from [REDACTED] and my response	Elizabeth.Somers
10.	9/26/2018 12:38:32 PM	Attach: Data from EM received on 8-23	Elizabeth.Somers
11.	8/21/2018 9:03:03 AM	Attach: correspondence with [REDACTED]	Elizabeth.Somers
12.	8/10/2018 4:10:37 PM	My Email to [REDACTED] and my data request to EM	Elizabeth.Somers
13.	8/10/2018 4:09:17 PM	Attach: emails from [REDACTED]	Elizabeth.Somers

14. 8/9/2018
2:13:05 PM

When I spoke with [REDACTED], I advised him that I had to investigate to determine whether I could help him and that if he was disputing the EM portion of his bill he could pay just the CMP portion (he isn't behind). But that he might end up paying it depending on the investigation. He will email me the information tonight.

Elizabeth.Somers

CAD Case Details**-Complainant's Information**

Case Number : 2018-C-5571
 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 : [REDACTED]
 Service Address : [REDACTED]
 Service City : Warren
 Service Zip Code : 04864

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 : 08/09/2018

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(\$) : 117.64

[REDACTED] called the CASD because he believes that he was mislead by EM's sales person who represented himself as from both CMP and EM and told him

201

Customer complaint :

that the bill would be cheaper because they were buying in America and cutting out the middle man. He also told him what to say when he was on with the TPV. He saved the text messages and will email them to me.

What Customer wants MPUC to do?

Poetzsch, Kathy

From: [REDACTED]
Sent: Thursday, August 09, 2018 10:23 PM
To: Somers, Elizabeth
Subject: Part 2
Attachments: Screenshot_20180809-203612.png; Screenshot_20180809-154713.png; Screenshot_20180809-154050.png; Screenshot_20180809-154044.png; Screenshot_20180809-154034.png; Screenshot_20180809-151850.png; Screenshot_20180809-151844.png; Screenshot_20180809-151834.png; Screenshot_20180809-151827.png; Screenshot_20180809-151813.png; Screenshot_20180809-151802.png; Screenshot_20180809-151750.png; Screenshot_20180809-151738.png; 20180809_221648.jpg; 20180809_221659.jpg; Screenshot_20180809-151750.png

Here are some more . Some the same some new I think that's all of them. I look forward to hearing from you.

Sent from Yahoo Mail. [Get the app](#)



< 2072273161

CALL

I have the customer id and the breakdown on the bill you looked at. You circled stuff on the bill and said that's were the error was. I'm not trying to be rude man. It's just we talked about getting a lower bill . Cash back and cutting out the middle man. If that was suppose to happen why won't they own up to it? Why are they saying that the things you said were off script? If that's not true and there just trying to take me for what they can please help me

3:47 PM

I will call you and let you know what I find out for you and like I said I'll get you out of it probably be a rate at 7 my guess but it will be a fixed rate I told you it's through Ambit Energy so you got to go through a dealer

7:59 PM



Enter message



REDACTED



Q LTE 60% 3:47 PM

2072273161

CALL

3:40 PM

then trip I was suppose to
get money back and it was
suppose to cut out the middle
man so I would only be
charged my one company.

3:41 PM

What else do you need for
info?

3:47 PM

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the breakdown on the bill you
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the things you said were off
script? If that's not true and
there just trying to take me
for what they can please help
me



205



< 2072273161

CALL

customers that this area qualified for a lower rate because of the cmp over charge. You asked to see my bill from the month before and you saw were they had over charged. You said I would get a check in the mail from the over charging and you could give me a much lower rate and cut out the middle man and keep the power in the us and that would be a lot cheaper. I saw you at maritime after and talked to you about the fact cmp and electricity Maine were both charging me and you said that was not rite. You told me to call you. It was suppose to be cheaper

3:39 PM

Then cmp I was suppose to get money back and it was suppose to cut out the middle man so I would only be charged my one company.

3:40 PM



Enter message





< 2072273161

CALL

Will you please try to get them to agree to the terms I was told? Even if I don't get the cash back if I could get out no fees and pay what I would have paid cmp for the 2 months they raised the bill and then get out I'll be happy. This was in April , [REDACTED]

[REDACTED] I was the guy that had the no trespassing signs and the cameras. You knocked on the door and mentioned them. My grandmother answered the door. She called to me when I met you at the door you said that Cmp was over charging customers that this area qualified for a lower rate because of the cmp over charge. You asked to see my bill from the month before and you saw were they had over charged. You said I would get a check in the mail from the over



Enter message



< 2072273161

CALL

I want to get out. I just don't wanna have to pay because they broke the agreement not me. They put blame on you so I get locked in . If everything they told you to say was the case I would stay with them but as of rite now I'm getting fucked. Is there a way to get them to stick to what they said in the first place?

3:15 PM

Is there a way to get them to honor the list of reasons why I switched in the first place? Will you help me do that?

3:22 PM

I don't really know what was said bro first place and I don't know what campaign it was cuz you won't tell me what campaign it is and is your contract done maybe they I don't even know how long ago this was from cuz you're not tell me really anything you



Enter message



REDACTED



LTE 65% 3:18 PM

< 2072273161

CALL

Tuesday, August 7, 2018

Rob it's [REDACTED] from [REDACTED]. You straight out bull-shitted me about the service you were selling. I just got another 250\$ monthly bill and they broke it down for me. Yes I pay electricity Maine 11 and some change kw per hour but I also pay cmp almost 7 kw per hr. You said that was not the way it was gonna happen. You need to call me.

3:53 PM

I'm trying to call you you're not answering so answer your phone I'm calling from a 8:35 number

4:03 PM

4:19 PM Call me

4:22 PM Hello



Enter message





< 2072273161

CALL

No actually the company
lied to me and that's why I
actually wasn't let go I quit
cuz I so you can believe
whatever you want to believe
dude I don't really give a s*** I
was just trying to get you out
of there and help you out

I actually feel bad and I'm
suing them myself so I'll let
you know how that goes

9:28 PM

And actually still want about
20 other different reps that
used to work for them too

And think about it if I was
going to scam you do do
you think I'd give you my
name and phone number and
everything else think about
that for a minute bro

9:29 PM

I'll let you know how the
lawsuit goes

9:31 PM



Enter message



REDACTED



Q LTE 65% 3:18 PM

< 2072273161

CALL

And think about it if I was
going to scam you do do
you think I'd give you my
name and phone number and
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9:29 PM

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9:31 PM

Thursday, August 9, 2018

I just don't understand
why you told me it would
be cheaper and I would be
getting money back. They
said they don't do that at all

1:33 PM

1:34 PM I trusted you man

I got out of the early term
fee thank God but the things
you said were not true. Did
you come up with all that
yourself?? Honestly

1:36 PM



Enter message





< 2072273161

CALL

1:47 PM

You say they said to say this and you said you came up with the sales tactics on your own. I ended up paying more when the whole point was to pay less

2:27 PM

They called me today too. There still keeping me on for 1 to 2 months. Can you help me get out?

2:28 PM

I can't afford this man

that's what I was trying to do was help you out man all I was trying to do for you I didn't know I really didn't I'm telling you what to do you need to go to Ambit my supervisor will help you with that and if they try to charge you \$100 for canceling call deregulation law don't pay it

2:43 PM



Enter message





< 2072273161

CALL

im telling you what to do
you need to go to Ambit my
supervisor will help you with
that and if they try to charge
you \$100 for canceling call
deregulation law don't pay it

2:43 PM

2:44 PM

What about the cash back
how do I get them to pay
that?

2:46 PM

There saying there not gonna
give me the lower rate. They
won't work with me at all. My
total kw per hour is about 18
total . It sucks .

2:49 PM

I was hoping you had some
info how to get them to stick
to what they said. I cancelled
the servise . They act like the
stuff you said to me was not
what they instructed you to
say. You came up with it on
your own. Like there placing
the blame on you I don't get it



Enter message





< 2072273161

CALL

2:49 PM

to what they said. I cancelled the servise . They act like the stuff you said to me was not what they instructed you to say. You came up with it on your own. Like there placing the blame on you I don't get it

2:55 PM

What's the cash back called? They don't know what I'm talking about. So far I owe them 500\$ and I'm not getting anything back

We were told exactly what to say man we all have the same script so I don't know man like I said I no longer work for that company but like I said I can help you with a lower rate for you if you like and that's totally up to you man you know I am trying to help you that's all I thought I was doing in the first place but far as what you're saying

2:58 PM



Enter message





< 2072273161

CALL

So everyone was suppose to get cash back? Or they told you guys that? What about cutting out the middle man and getting the power from mass? All the stuff you said did not happen. There blaming the door to door sales guys. The 500 is for 2 months but I got bill 2 times before the month was even up.

3:02 PM

And I'm using half the power I was from last year. My bills last year were around 100\$ I was using close to 1500 kw and this year about 700. You looked at that and said it looked off yourself

3:04 PM

Of course they are bro think about it but you're also trying to get out of the contract right and they won't even let you do that it's your right bro

3:05 PM



Enter message



< 2072273161

CALL

3:08 PM

Are they trying to get you guys into trouble? Or us that why you are suing them?

3:12 PM

I live in warren. This whole thing is crazy. When I answered the door you said this area qualified for the price cuts

Believe it or not bro I am on your side man so like I said let me see what I can do okay and I am suing the company cuz they took advantage of me and it took advantage of you and that's not cool they stole \$5,500 from me I work for a month and then get paid and then stole all my clients underneath me tell him me and none of them went through can't even get out of contract but you can so let me know if you want me to get out of the contract

3:12 PM



Enter message



REDACTED

Account Number	Service Location	Amount Due
Bob Dill 815-227-3161	[REDACTED]	\$121.96

WARREN ME 04864

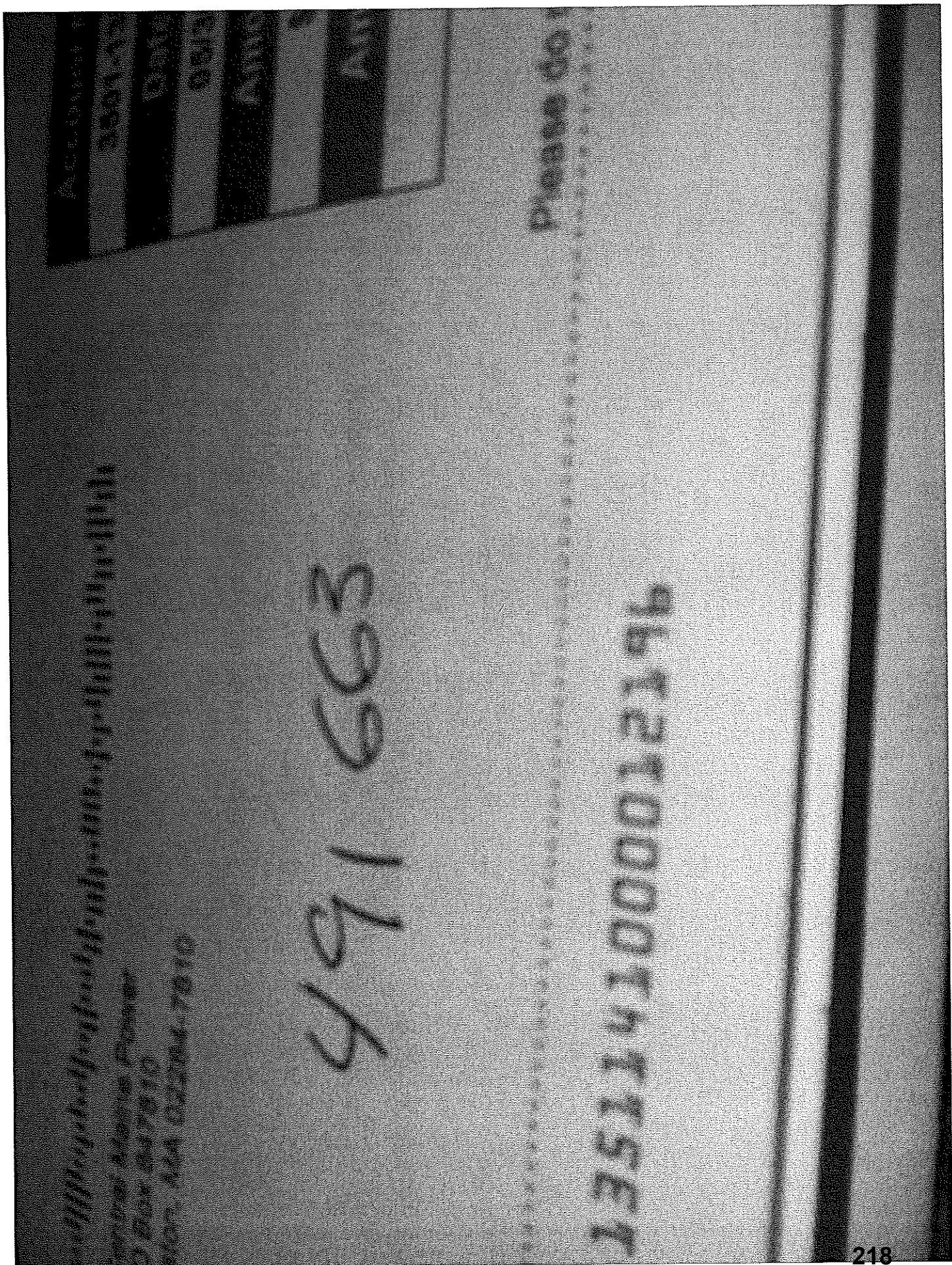
Invoice Number
[REDACTED]

Your Account Summary

Prior Balance

Payments received through 05/03/2018 - Thank you!

REDACTED



REDACTED



LTE 65% 3:17 PM

< 2072273161

CALL

3:02 PM

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3:05 PM



Enter message



Poetzsch, Kathy

From: [REDACTED]
Sent: Thursday, August 09, 2018 10:15 PM
To: Somers, Elizabeth
Subject: Texts from electricity Maine
Attachments: Screenshot_20180809-151850.png; Screenshot_20180809-151813.png; Screenshot_20180809-154044.png; Screenshot_20180809-204837.png; Screenshot_20180809-151834.png; Screenshot_20180809-151813.png; Screenshot_20180809-151738.png; Screenshot_20180809-151813.png; Screenshot_20180809-151750.png

Hello this is [REDACTED]. My cmp account [REDACTED]. I'm sorry the pics are a little out of sink I'm sending them from my phone trying to send it all but can't really see them when there added to the file. If there are parts missing just let me know and I'll send them over. I also have a voice mail from him.

Sent from Yahoo Mail. [Get the app](#)

REDACTED



LTE 65% 3:18 PM

< 2072273161

CALL

Tuesday, August 7, 2018

Rob it's [REDACTED] from [REDACTED]. You straight out bull-shitted me about the service you were selling. I just got another 250\$ monthly bill and they broke it down for me. Yes I pay electricity Maine 11 and some change kw per hour but I also pay cmp almost 7 kw per hr. You said that was not the way it was gonna happen. You need to call me.

3:53 PM

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4:03 PM

4:19 PM Call me

4:22 PM Hello

Enter message





< 2072273161

CALL

I'm telling you what to do
you need to go to Ambit my
supervisor will help you with
that and if they try to charge
you \$100 for canceling call
deregulation law don't pay it

2:43 PM

2:44 PM

What about the cash back
how do I get them to pay
that?

2:46 PM

There saying there not gonna
give me the lower rate. They
won't work with me at all. My
total kw per hour is about 18
total . It sucks .

2:49 PM

I was hoping you had some
info how to get them to stick
to what they said. I cancelled
the servise . They act like the
stuff you said to me was not
what they instructed you to
say. You came up with it on
your own. Like there placing
the blame on you I don't get it



Enter message



REDACTED
LTE 61% 3:40 PM

< 2072273161

CALL

Will you please try to get them to agree to the terms I was told? Even if I don't get the cash back if I could get out no fees and pay what I would have paid cmp for the 2 months they raised the bill and then get out I'll be happy. This was in April , [REDACTED]
[REDACTED]. I was the guy that had the no trespassing signs and the cameras. You knocked on the door and mentioned them. My grandmother answered the door. She called to me when I met you at the door you said that Cmp was over charging customers that this area qualified for a lower rate because of the cmp over charge. You asked to see my bill from the month before and you saw were they had over charged. You said I would get a check in the mail from the over



Enter message



REDACTED



LTE 38% 8:48 PM

< 2072273161

CALL

Is there a way to get them to
honor the list of reasons why
I switched in the first place?
Will you help me do that?

3:22 PM

I don't really know what was
said bro first place and I don't
know what campaign it was
cuz you won't tell me what
campaign it is and is your
contract done maybe they
I don't even know how long
ago this was from cuz you're
not tell me really anything you
just bitching at me thinking
I'm the bad guy here and I'm
not so if you want me to help
you I need to know all kinds
of stuff how long ago was
how many months ago or
years whatever where do you
live

3:29 PM

Will you please try to get
them to agree to the terms I
was told? Even if I don't get



Enter message



REDACTED

LTE 65% 3:18 PM



< 2072273161

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3:12 PM



Enter message





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Enter message



REDACTED



LTE 65% 3:17 PM

< 2072273161

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3:05 PM



Enter message



Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Friday, August 10, 2018 4:07 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: 2018-C-5571

Good Afternoon,

I was contacted by [REDACTED] of [REDACTED] Warren.

[REDACTED] indicated that he was improperly enrolled. He stated that a salesperson for EM contacted him at his home (Rob Phillips(?)) and left him a phone number of 227-3161. He stated that the sales person told him that he would be able to provide him with a lower rate because among other things, they were able to buy American. He said that he was told he would be receiving money back.

For this complaint can you please forward the following information as soon as possible but not later than August 24, 2018:

A copy of the TPV
A copy of the Enrollment letter that detailed the rate and the rescission period
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: Somers, Elizabeth
Sent: Friday, August 10, 2018 9:10 AM
To: [REDACTED]
Subject: RE: Part 2

Good Morning [REDACTED]

I will be requesting your information from Electricity Maine. They have 10 business days to respond. It appears that your account wasn't enrolled until your June bill, which you indicated that you've paid. Your newest bill is not due until August 30, 2018. I should have information back from Electricity Maine by the 24th and will be able to let you know what I am able to help you with.

Take care,

Beth Somers

From: [REDACTED]
Sent: Thursday, August 09, 2018 10:23 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Part 2

Here are some more . Some the same some new I think that's all of them. I look forward to hearing from you.

Sent from Yahoo Mail. [Get the app](#)

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Tuesday, August 21, 2018 9:02 AM
To: [REDACTED]
Subject: RE: RE: Part 2

Good Morning again,

I need to correct my date. Electricity Maine has until the 24th to respond.

Beth Somers

From: Somers, Elizabeth
Sent: Tuesday, August 21, 2018 8:15 AM
To: [REDACTED]
Subject: RE: RE: Part 2

Good Morning,

No, they have until the 30th to respond. If your CMP bill is due I would advise you to pay. If you pay the Electricity Maine portion in full and I find that Electricity Maine is in violation of the rules, I would require them to reimburse you the difference of the rate they enrolled you in vs the standard offer. If I find that they followed the rules, you would be responsible to pay the rate and so you would not be behind.

I will be in touch when I receive the information.

Thank you,

Beth Somers

From: [REDACTED]
Sent: Monday, August 20, 2018 6:54 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: RE: Part 2

Any word?

Sent from Yahoo Mail. [Get the app](#)

On Friday, August 10, 2018, 9:10:30 AM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

Good Morning [REDACTED]

REDACTED

I will be requesting your information from Electricity Maine. They have 10 business days to respond. It appears that your account wasn't enrolled until your June bill, which you indicated that you've paid. Your newest bill is not due until August 30, 2018. I should have information back from Electricity Maine by the 24th and will be able to let you know what I am able to help you with.

Take care,

Beth Somers

From: [REDACTED]
Sent: Thursday, August 09, 2018 10:23 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Part 2

Here are some more . Some the same some new I think that's all of them. I look forward to hearing from you.

Sent from Yahoo Mail. [Get the app](#)

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Thursday, August 23, 2018 6:06 PM
To: Somers, Elizabeth
Subject: RE: 2018-C-5571
Attachments: [REDACTED] TPV.mp3; [REDACTED] Welcome letter.pdf

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case # 2018-C-5571.

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 a sales person for Electricity Maine contacted him at home and stated he would be able to provide him with a lower rate. Additionally, he states he was told he would receive money back.

Investigative Results:

- On 5/9/2018, [REDACTED] authorized the electric enrollment onto the 100% Green 24 month plan with a sales agent from AGD Energy LLC. This plan offers the rate of 11.90 cents/kWh with a \$0 monthly Service Fee and a \$100 Early Termination Fee. (*TPV Attached*)
- On 6/8/2018, EME sent the Welcome Letter. (*Letter Attached*)
- On 6/5/2018, the electric service became active.
- On 8/9/2018, [REDACTED] contacted EME and requested to cancel the electric service and asked to be reimbursed for charges assessed to him. The EME agent advised him per the TPV he agreed to the rate and that no credits were due to him. Additionally, the EME agent submitted the cancellation request.
- On 8/10/2018, EME received MPUC Case# 2018-C-5571.

Outcome:

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

We'd like to confirm that per the attached TPV authorized by [REDACTED] on 5/9/2018 that the enrollment for the rate of 11.90 cents/ kWh was understood and accepted by [REDACTED] without any objections from the customer. Additionally, on 6/8/2018, EME sent the attached Welcome Letter which outlines the rate and terms and conditions. For these reasons, [REDACTED] account does not warrant any credits or adjustments.

Lastly, as it stands, [REDACTED] electric account is scheduled to terminate on 9/4/2018 with the cancellation date solely determined by the utility. As such, [REDACTED] will be responsible for the billing until the cancellation is completed as it is 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: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Friday, August 10, 2018 3:07 PM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-5571

Good Afternoon,

I was contacted by [REDACTED] of [REDACTED] Warren.

[REDACTED] indicated that he was improperly enrolled. He stated that a salesperson for EM contacted him at his home (Rob Phillips(?)) and left him a phone number of 227-3161. He stated that the sales person told him that he would be able to provide him with a lower rate because among other things, they were able to buy American. He said that he was told he would be receiving money back.

For this complaint can you please forward the following information as soon as possible but not later than August 24, 2018:

A copy of the TPV

A copy of the Enrollment letter that detailed the rate and the rescission period

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!

>001286 00544 004 P51121

Warren, ME 04864



6/8/2018

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 24D2D

Rate

11.90 Cents/KWH

Term

24 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	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.



REDACTED



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.



REDACTED

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Wednesday, September 26, 2018 12:40 PM
To: [REDACTED]
Subject: RE: RE: Automatic reply: RE: RE: Part 2

Good Afternoon [REDACTED]

I have received the information about your enrollment from Electricity Maine, and I will try to review this afternoon so that I can provide you with information.

Thank you for your patience.

Beth Somers

From: [REDACTED]
Sent: Wednesday, September 26, 2018 12:33 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: RE: Automatic reply: RE: RE: Part 2

I'm sorry for sending so many messages but I would like to hear what is going on. My account with electricity Maine has been canceled I was bit late paying the bill . I was about 9 days late on one month and they sent me a disconnection notice . I paid the amount to stop the disconnection but it seems as if there trying to punish me. It's the first time that has ever happened without being atleast 2 - 3 months behind. I would think with an active dispute and allegation of fraud and unethical sales tactics they would atleast wait until the investigation is concluded . I just want to go back to cmp . I'm a low income individual and this is causing a lot of stress. I made this switch because of lies about cheaper rates and my bill continues to climb . I don't know what to do at this point. I'm not using anything different in the house but I'm paying 250 a month . Last year was never this high. Is it my meter ? Electricity maine? I just want to try and get this straightened out. I have my elderly grandmother staying with me and my biggest fear is losing power with her in the house as it's getting colder .

Sent from Yahoo Mail. [Get the app](#)

On Tuesday, September 11, 2018, 8:10:12 AM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

Good Morning [REDACTED],

I have received the information and hope to review and get back to you this week.

Thanks for checking in.

Beth Somers

From: [REDACTED]
Sent: Friday, September 07, 2018 9:47 AM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: Automatic reply: RE: RE: Part 2

Hello , checking in. Hope you had a wonderful vacation.

Sent from Yahoo Mail. [Get the app](#)

On Monday, September 3, 2018, 7:45:56 PM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

I will be out of the office until September 5, 2018. I will respond to emails when I return. If you need immediate assistance, please dial 1-800-452-4699.

Beth Somers

Poetzsch, Kathy

From: [REDACTED]
Sent: Wednesday, September 26, 2018 12:49 PM
To: Somers, Elizabeth
Subject: Re: Automatic reply: Automatic reply: RE: RE: Part 2

It seems as if these guys can do what ever they want. I've just got my self out of huge bill that cmp built up in my name. I didn't fight it. They allowed somone to put them selves on my account with out my permission they even have the recording but never offered to help a bit. I've been paying for months . This is just the icing on the cake. I can't do it. I don't know what to do.

Sent from Yahoo Mail. [Get the app](#)

On Friday, September 7, 2018, 9:47:38 AM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

I will be out of the office until September 11, 2018. I will respond to emails when I return.

Beth Somers

Poetzsch, Kathy

From: [REDACTED]
Sent: Wednesday, September 26, 2018 1:06 PM
To: Somers, Elizabeth
Subject: Re: Automatic reply: RE: RE: Part 2

If you have my file listen to when they allowed [REDACTED] to be added to my account . Ive had a payment plan an paid 800\$ from that. I just got done then this

Sent from Yahoo Mail. [Get the app](#) -

On Monday, September 3, 2018, 7:45:56 PM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

I will be out of the office until September 5, 2018. I will respond to emails when I return. If you need immediate assistance, please dial 1-800-452-4699.

Beth Somers

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Thursday, October 11, 2018 4:51 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: RE: 2018-C-5571

Good Afternoon,

I will be issuing a decision that EM improperly enrolled this customer and require that Electricity re-rate the customer's account to reflect the cost of the Standard Offer in effect when the customer was enrolled. I will require this information by Friday, October 19, 2018, to include the calculation and the amount due to the customer or owed to EM. Furthermore, EM may not charge an ETF.

The reasons for this decision are: Chapter 305 requires that a CEP provide a customer with the terms of service within 7 calendar days of agreeing to provide service; and the rule prohibits a provider from enrolling a customer prior to the customer receiving the terms of service and the expiration of the customer's statutory right of rescission.

If you have any questions, please don't hesitate to email or call me at 207-287-4946.

Thank you,

Beth Somers

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Thursday, August 23, 2018 6:06 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: RE: 2018-C-5571

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case # 2018-C-5571.

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 a sales person for Electricity Maine contacted him at home and stated he would be able to provide him with a lower rate. Additionally, he states he was told he would receive money back.

Investigative Results:

- On 5/9/2018, [REDACTED] authorized the electric enrollment onto the 100% Green 24 month plan with a sales agent from AGD Energy LLC. This plan offers the rate of 11.90 cents/kWh with a \$0 monthly Service Fee and a \$100 Early Termination Fee. (*TPV Attached*)
- On 6/8/2018, EME sent the Welcome Letter. (*Letter Attached*)
- On 6/5/2018, the electric service became active.
- On 8/9/2018, [REDACTED] contacted EME and requested to cancel the electric service and asked to be reimbursed for charges assessed to him. The EME agent advised him per the TPV he agreed to the rate and that no credits were due to him. Additionally, the EME agent submitted the cancellation request.
- On 8/10/2018, EME received MPUC Case# 2018-C-5571.

Outcome:

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

We'd like to confirm that per the attached TPV authorized by [REDACTED] on 5/9/2018 that the enrollment for the rate of 11.90 cents/ kWh was understood and accepted by [REDACTED] without any objections from the customer. Additionally, on 6/8/2018, EME sent the attached Welcome Letter which outlines the rate and terms and conditions. For these reasons [REDACTED] account does not warrant any credits or adjustments.

Lastly, as it stands, [REDACTED] electric account is scheduled to terminate on 9/4/2018 with the cancellation date solely determined by the utility. As such, [REDACTED] will be responsible for the billing until the cancellation is completed as it is 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: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Friday, August 10, 2018 3:07 PM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-5571

Good Afternoon,

I was contacted by [REDACTED] of [REDACTED] Warren.

[REDACTED] indicated that he was improperly enrolled. He stated that a salesperson for EM contacted him at his home (Rob Phillips(?)) and left him a phone number of 227-3161. He stated that the sales person told him that he would be able to provide him with a lower rate because among other things, they were able to buy American. He said that he was told he would be receiving money back.

For this complaint can you please forward the following information as soon as possible but not later than August 24, 2018:

A copy of the TPV
A copy of the Enrollment letter that detailed the rate and the rescission period
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: Somers, Elizabeth
Sent: Thursday, October 11, 2018 4:41 PM
To: [REDACTED]
Subject: RE: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2

Hi [REDACTED],

I reviewed the information that was provided by Electricity Maine. I will be finding that they have to adjust your bills to reflect what you would have paid on the standard offer. If you have paid the bills in full, this should result in a refund of the difference of the standard offer rate and the rate charged by Electricity Maine. If you haven't paid, you will be responsible to pay the cost that you would have paid on the standard offer.

Once I receive the numbers from Electricity Maine, I will let you know what to expect. You will also not be subject to an early termination fee.

Regards,

Beth Somers

From: [REDACTED]
Sent: Wednesday, October 10, 2018 1:12 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] Re: Automatic reply: RE: RE: Part 2

Hello just checking in

Sent from Yahoo Mail. [Get the app](#)

On Wednesday, September 26, 2018, 12:40:05 PM EDT, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

Good Afternoon [REDACTED]

I have received the information about your enrollment from Electricity Maine, and I will try to review this afternoon so that I can provide you with information.

Thank you for your patience.

Beth Somers

From: [REDACTED]
Sent: Wednesday, September 26, 2018 12:33 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: Re: RE: Automatic reply: RE: RE: Part 2

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Beth Somers



Date :01-11-2019

Maine Public Utilities Commission**Cad Case No.2018-C-7144****-----CAD case Metadata-----**

Case Number:	2018-C-7144	Customer/Business Name:	[REDACTED]
Case Type:	Complaint	Case SubType:	SLAMMING
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	11/15/2018 10:04:37 AM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	CEPs
Disposition Type:	CUSTOMER WAS NOT SLAMMED	Disposition Date:	12/11/2018 10:24:14 AM
Appealed:		Violation:	
Abatement:	34	Staff Assigned for Violation:	
Status:	Closed	Assigned Staff:	Carpenter Jenyfer
IsBusiness:	No		

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

S.No.	Created_Date	Notes	Created_By
1.	12/11/2018 10:28:02 AM	RESOLVED refund to be sent POSSIBLE VIOLATION 305 4B3 EM could not provide copy of terms of service/welcome letter that was sent to customer.	Jenyfer.A.Carpenter
2.	12/11/2018 9:54:08 AM	████████ called back and I explained she would be getting a check in Jenyfer.A.Carpenter the mail from Electricity Maine. She was very happy that we were able to help her. She said she remembers talking to someone however she called within the 3 days to cancel. She said the problem is resolved will close case.	Jenyfer.A.Carpenter
3.	12/11/2018 8:40:54 AM	Called and left a message for █████ to call me back to review the results of what Electricity Maine has sent me. She did accept via TPV however the welcome package was never sent. They have prorated back to Standard offer price and sending her a refund check for \$34.34 via US mail in the next 21 days.	Jenyfer.A.Carpenter
4.	12/11/2018 8:21:44 AM	Attachment email from Electricity Maine with refund amount.	Jenyfer.A.Carpenter
5.	11/27/2018 2:05:06 PM	Attachment email from Electricity Maine--unable to locate welcome packet is going to review for a credit	Jenyfer.A.Carpenter
6.	11/27/2018 12:07:08 PM	Attachment sent another email to utility letting them know I have not received the requested information in the 5 day request timeframe. Response email from EM	Jenyfer.A.Carpenter
7.	11/15/2018 4:28:13 PM	Called and spoke to █████ and she stated that she never agreed to go EM in November of 2017. She said she told them no and she never received a welcome package after that. The salesman told her that EM was taking over CMP. She said he came to the house twice. She just received a renewal for EM and she said she has called them and asked to go back to the Standard offer, per cmp notes 110918 it says tt █████ calling cep, going to cancel and go with cep, advised her if she wants the standard offer she should call CMP back and verify with the note in system and to correct. she said she also has a cancelation number from EM will request TPV and contact notes and all phone calls.	Jenyfer.A.Carpenter

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

-Complainant's Information

Case Number : 2018-C-7144

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 :

**Is your mailing address is
different than service address :** No

Service Address :

**Service
Address(Continued) :**

Service City :

Lewiston

MAINE

Service Zip Code :

07424

Utility Detail

Utility/Industry Type :

Electric
ELECTRICITY MAINE,
LLC

Utility/Industry Subtype : CEPs

Utility Company Name :

Utility Account Number :

Have you contacted Utility Company?

Yes

Date of Contact : 11/12/2018

Other Detail

Issues :

SLAMMING

Disposition Detail

Case Status :

Open

Disposition Type :

CUSTOMER
WAS NOT
SLAMMED

Important Decision :

No

Comments :

Is Possible Violation :

Yes

Other Information

Abatement Amount(\$):

34.34

Customer complaint :

[REDACTED] called the
CASD with a complaint
against Electricity

Maine, she states that they called her last year to switch from Standard Offer. She said she repeatedly stated NOT to switch her. When a CSR came to her door, he told her that Electricity Maine is taking CMP over.

What Customer wants MPUC to do?

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Tuesday, November 27, 2018 12:06 PM
To: Carpenter, Jenyfer A
Subject: [EXTERNAL SENDER] RE: 2018-C-7144 [REDACTED] Correction

Good morning,

EM apologizes for the delay. As such, a response will be provided by close of business on today.

Thank you,

April Lusk

From: Carpenter, Jenyfer A <Jenyfer.A.Carpenter@maine.gov>
Sent: Tuesday, November 27, 2018 11:02 AM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] FW: 2018-C-7144 [REDACTED] Correction

This was sent on 11/16/18 with a 5 day response request and as of today I do not have a response.

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: Carpenter, Jenyfer A
Sent: Friday, November 16, 2018 9:07 AM
To: 'consumeraffairs@sparkenergy.com' <consumeraffairs@sparkenergy.com>
Subject: 2018-C-7144 [REDACTED] Correction
Importance: High

Good morning,

CMP# [REDACTED]

Copy of the customers complaint:

[REDACTED] called the CASD with a complaint against Electricity Maine, she states that they called her last year to switch from Standard Offer. She said she repeatedly stated NOT to switch her. When a CSR came to her door, he told her that Electricity Maine is taking CMP over.

Would you please provide me with the following information to do an investigation on a complaint.

- TPV recording to establish service
- All recorded conversations with customer
- Activation date on file
- All contact notes
- Copy of welcome package
- Copy of renewal letter/package
- Copy of cancelation notification

Please provide the above information within 5 business days.
Thank you in advance for your prompt attention to this request.

Jenyfer Carpenter

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Fax: 207-287-6889
jenyfer.a.carpenter@maine.gov

From: Carpenter, Jenyfer A
Sent: Thursday, November 15, 2018 4:31 PM
To: 'consumeraffairs@sparkenergy.com' <consumeraffairs@sparkenergy.com>
Subject: 20108-C-7144 [REDACTED]
Importance: High

Good afternoon,

CMP# [REDACTED]

Would you please provide me with the following information to do an investigation on a complaint.

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- All contact notes
- Copy of welcome package
- Copy of renewal letter/package
- Copy of cancelation notification

Please provide the above information ASAP however no later than 11/29/18.
Thank you in advance for your prompt attention to this request.

Jenyfer Carpenter

Senior Consumer Assistance Specialist

REDACTED

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Poetzsch, Kathy

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To: 'consumeraffairs@sparkenergy.com'
Subject: 20108-C-7144 [REDACTED]

Importance: High

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Poetzsch, Kathy

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Sent: Tuesday, November 27, 2018 12:02 PM
To: 'Customer Concerns'
Subject: FW: 2018-C-7144 [REDACTED] Correction

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From: Carpenter, Jenyfer A
Sent: Friday, November 16, 2018 9:07 AM
To: 'consumeraffairs@sparkenergy.com' <consumeraffairs@sparkenergy.com>
Subject: 2018-C-7144 [REDACTED] Correction
Importance: High

Good morning,

CMP# [REDACTED]

Copy of the customers complaint:

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Sent: Thursday, November 15, 2018 4:31 PM
To: 'consumeraffairs@sparkenergy.com' <consumeraffairs@sparkenergy.com>
Subject: 20108-C-7144 [REDACTED]
Importance: High

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CMP# [REDACTED]

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Fax: 207-287-6889
jenyfer.a.carpenter@maine.gov

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Tuesday, November 27, 2018 1:22 PM
To: Carpenter, Jenyfer A
Subject: [EXTERNAL SENDER] RE: 2018-C-7144 [REDACTED] Correction
Attachments: [REDACTED] TPV.WAV; [REDACTED] Call Notes.PNG; [REDACTED] CEN.pdf

To Whom This May Concern:

This is Electricity Maine ("EME") response to Complaint No. 2018-C-7144.

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

[REDACTED] filed a complaint regarding the enrollment to EME.

Investigative Results:

- On 11/13/2017, [REDACTED] authorized the electric enrollment to EME with a sales agent from third party vendor Total Marketing Concepts onto a 12 month fixed rate plan. This plan offers the rate of 0.0899 cents/kWh with \$0 Monthly Service Fee and \$100 Early Termination Fee. (*TPV Attached*)
- On 12/19/2017, the electric service became active with EME.
- On 10/30/2018, EME sent the Contract Expiration Notice. (*Letter Attached*)
- On 11/9/2018, [REDACTED] contacted EME and requested to cancel the electric service. The EME agent submitted the cancellation request.
- On 11/15/2018, EME received Complaint No. 2018-C-7144.
- On 11/16/2018, the electric service terminated with EME.

Outcome:

EME would like to confirm per the attached TPV that [REDACTED] authorized the electric enrollment without any objections on 11/13/2017. Because of this, we have deemed the enrollment as valid. However, after careful review of the account we were able to determine that due to unforeseen circumstances 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 the rate assessed by EME from 12/19/2017 (*inception date*) – 11/15/2018 (*termination date*). As such, if a credit is deemed as due [REDACTED] will be refunded accordingly.

As it stands, due to the nature of [REDACTED] complaint; EME has forwarded the customer's concerns to EME's Vendor Compliance Manager for investigation of the sales agent involved with this complaint.

Lastly, EME has also placed [REDACTED] address of [REDACTED] Lewiston, ME 04240 onto EME's internal 'Do Not Knock' list.

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

Best regards,

REDACTED

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: Carpenter, Jenyfer A <Jenyfer.A.Carpenter@maine.gov>
Sent: Friday, November 16, 2018 8:07 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-7144 [REDACTED] Correction
Importance: High

Good morning,

CMP# [REDACTED]

Copy of the customers complaint:

[REDACTED] called the CASD with a complaint against Electricity Maine, she states that they called her last year to switch from Standard Offer. She said she repeatedly stated NOT to switch her. When a CSR came to her door, he told her that Electricity Maine is taking CMP over.

Would you please provide me with the following information to do an investigation on a complaint.

- TPV recording to establish service
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- Activation date on file
- All contact notes
- Copy of welcome package

REDACTED

- Copy of renewal letter/package
- Copy of cancelation notification

Please provide the above information within 5 business days.
Thank you in advance for your prompt attention to this request.

Jenyfer Carpenter

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From: Carpenter, Jenyfer A
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To: 'consumeraffairs@sparkenergy.com' <consumeraffairs@sparkenergy.com>
Subject: 20108-C-7144 [REDACTED]
Importance: High

Good afternoon,

CMP# [REDACTED]

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- TPV recording to establish service
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REDACTED

REDACTED

Ticket Number	Date	Correspondence/Ticket UserID	Type	Follow Up Notes	Attachment Link
250542	11/27/2018 12:18:44	Correspondence	sls:k	UTR	11/27/2018 Account accessed by user slsk
250554	11/28/2018 17:36:37	Correspondence	sls:k	UTR	11/28/2018 Account accessed by user slsk
250554	11/28/2018 18:11:13	Correspondence	sls:k	UTR	11/28/2018 Account accessed by user slsk
					*** BIE Complainant Received*** Good afternoon, CURE: [REDACTED] would you please provide me with the following information to do an investigation on a complaint? T/F recording to establish services • All recent debt collections w/ customers • Address on file • All contact notes • Copy of welcome package • Copy of cancellation notification Please provide the above information ASAP. Thank you in advance for your prompt attention to this request.
250551	11/15/2018 18:18:07	Correspondence	sls:k	MS	
260265	11/15/2018 18:03:40	Correspondence	sls:k	UTR	11/15/2018 Account accessed by user slsk
250119	11/09/2018 16:45:21	Correspondence	krooks	AccAdjust	[REDACTED]
250117	11/09/2018 16:58:38	Correspondence	krooks	UTR	11/09/2018 Account accessed by user krooks
249855	11/05/2018 08:25:43	Correspondence	Provita_Arms	TOS/2018 Category: Renewal List-22gates: 103/2018 User: skush . Note:	[REDACTED]
249854	11/05/2018 08:54:42	Correspondence	Provider_APM_S	TOS/2018 Category: Renewal List-22gates: 103/2018 User: skush . Note:	[REDACTED]



P.O. Box 421289
Houston, TX 77242

Contract Renewal Notice—It's time to lock in another contract full of peace of mind!

>013429 00733 001 P51121



Lewiston, ME 04240-[REDACTED]

[REDACTED]

10/30/2018

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 December 2018. We are happy to help you renew at a fixed rate of 10.69 Cents Per kWh for a period of 12 Months, ending on your meter read date in December 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	10.69 Cents Per 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	\$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 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: April Lusk <alusk@providerpower.com>
Sent: Tuesday, November 27, 2018 2:14 PM
To: Carpenter, Jenyfer A
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-7144 [REDACTED] Correction

You are welcome. Once the cost analysis is completed I will certainly provide you with an update.

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: Carpenter, Jenyfer A <Jenyfer.A.Carpenter@maine.gov>
Sent: Tuesday, November 27, 2018 1:13 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: 2018-C-7144 [REDACTED] Correction

Thank you for the information and if a credit is due will you notify me?

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

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To Whom This May Concern:

This is Electricity Maine ("EME") response to Complaint No. 2018-C-7144.

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

[REDACTED] filed a complaint regarding the enrollment to EME.

Investigative Results:

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Lastly, EME has also placed [REDACTED] address of [REDACTED] Lewiston, ME 04240 onto EME's internal 'Do Not Knock' list.

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

Best regards,



April Lusk | Regulatory Specialist
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Tel: 832-333-7019 | Fax: 832-320-2979
alusk@providerpower.com | <https://www.providerpower.com>

From: Carpenter, Jenyfer A <Jenyfer.A.Carpenter@maine.gov>
Sent: Friday, November 16, 2018 8:07 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-7144 [REDACTED] Correction
Importance: High

Good morning,

CMP# [REDACTED]

Copy of the customers complaint:

[REDACTED] called the CASD with a complaint against Electricity Maine, she states that they called her last year to switch from Standard Offer. She said she repeatedly stated NOT to switch her. When a CSR came to her door, he told her that Electricity Maine is taking CMP over.

Would you please provide me with the following information to do an investigation on a complaint.

- TPV recording to establish service
- All recorded conversations with customer
- Activation date on file
- All contact notes
- Copy of welcome package
- Copy of renewal letter/package
- Copy of cancelation notification

Please provide the above information within 5 business days.

Thank you in advance for your prompt attention to this request.

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: Carpenter, Jenyfer A
Sent: Thursday, November 15, 2018 4:31 PM
To: 'consumeraffairs@sparkenergy.com' <consumeraffairs@sparkenergy.com>
Subject: 20108-C-7144 [REDACTED]
Importance: High

Good afternoon,

CMP# [REDACTED]

Would you please provide me with the following information to do an investigation on a complaint.

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- Copy of welcome package
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Please provide the above information ASAP however no later than 11/29/18.
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jenyfer.a.carpenter@maine.gov

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Monday, December 10, 2018 6:01 PM
To: Carpenter, Jenyfer A
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-7144 [REDACTED] Correction
Attachments: [REDACTED] Re-rate.PNG; [REDACTED] Refund.PNG

Good afternoon,

Attached you will find the re-rate spreadsheet along with the refund amount of \$34.34 due to [REDACTED]. As such, she can expect to receive the refund via US mail within the next 21 business days.

Best regards,
April Lusk

From: April Lusk
Sent: Tuesday, November 27, 2018 1:14 PM
To: 'Carpenter, Jenyfer A' <Jenyfer.A.Carpenter@maine.gov>
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-7144 [REDACTED] Correction

You are welcome. Once the cost analysis is completed I will certainly provide you with an update.

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

[REDACTED] filed a complaint regarding the enrollment to EME.

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Outcome:

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Lastly, EME has also placed [REDACTED] address of [REDACTED] Lewiston, ME 04240 onto EME's internal 'Do Not Knock' list.

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

Best regards,



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Subject: [EXTERNAL] 2018-C-7144 [REDACTED] Correction
Importance: High

Good morning,

CMP# [REDACTED]

Copy of the customers complaint:

[REDACTED] called the CASD with a complaint against Electricity Maine, she states that they called her last year to switch from Standard Offer. She said she repeatedly stated NOT to switch her. When a CSR came to her door, he told her that Electricity Maine is taking CMP over.

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Utility	Service Period	Usage	Total invoice	Rerate	Correct rate	Tax rate	Energy Charge	MSF	Tax
CMP	12/19/2017-1/16/2018	215.61	\$19.3300	>>>	\$0.0669				\$0.00
CMP	1/18/2018-2/15/2018	211.51	\$19.1600	>>>	\$0.0792				\$0.00
CMP	2/17/2018-3/18/2018	212.00	\$19.0600	>>>	\$0.0792				\$0.00
CMP	3/20/2018-4/17/2018	246.00	\$22.1200	>>>	\$0.0792				\$0.00
CMP	4/19/2018-5/15/2018	244.00	\$21.9400	>>>	\$0.0792				\$0.00
CMP	5/17/2018-6/17/2018	266.00	\$24.1200	>>>	\$0.0792				\$0.00
CMP	6/19/2018-7/17/2018	292.00	\$26.2500	>>>	\$0.0792				\$0.00
CMP	7/19/2018-8/15/2018	320.00	\$29.0200	>>>	\$0.0792				\$0.00
CMP	8/17/2018-9/17/2018	329.00	\$29.5800	>>>	\$0.0792				\$0.00
CMP	9/19/2018-10/16/2018	287.00	\$26.0900	>>>	\$0.0792				\$0.00
CMP	10/18/2018-11/15/2018	262.00	\$23.5500	>>>	\$0.0792				\$0.00

REDACTED

Total invoice	Variance
\$14.43	-\$4.90
\$16.76	-\$2.40
\$16.79	-\$2.27
\$19.48	-\$2.64
\$19.33	-\$2.61
\$21.07	-\$3.05
\$23.13	-\$3.12
\$25.35	-\$3.67
\$26.06	-\$3.52
\$22.73	-\$3.36
\$20.75	-\$2.80

Poetzsch, Kathy

From: Carpenter, Jenyfer A
Sent: Tuesday, December 11, 2018 10:25 AM
To: Customer Concerns
Subject: RE: [EXTERNAL SENDER] RE: 2018-C-7144 [REDACTED] Correction

April,

Thank you for the update at this time I will be closing the complaint as resolved no letter to follow.

Jenyfer Carpenter

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Consumer Assistance and Safety Division
Maine Public Utilities Commission
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Subject: [EXTERNAL] 2018-C-7144 [REDACTED] Correction
Importance: High

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CMP# [REDACTED]

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Thank you in advance for your prompt attention to this request.

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: Carpenter, Jenyfer A

Sent: Thursday, November 15, 2018 4:31 PM

To: 'consumeraffairs@sparkenergy.com' <consumeraffairs@sparkenergy.com>

Subject: 20108-C-7144 [REDACTED]

Importance: High

Good afternoon,

CMP# [REDACTED]

Would you please provide me with the following information to do an investigation on a complaint.

- TPV recording to establish service
- All recorded conversations with customer
- Activation date on file
- All contact notes
- Copy of welcome package
- Copy of renewal letter/package
- Copy of cancelation notification

Please provide the above information ASAP however no later than 11/29/18.

Casenumber	DocName	createdby	CreatedDate
2018-C-7144	2018-C-7144 [REDACTED] data request.msg	Jenyfer.A.Carpenter	11/15/2018
2018-C-7144	2018-C-7144 [REDACTED] slamming data request.msg	Jenyfer.A.Carpenter	11/16/2018
2018-C-7144	2018-C-7144 [REDACTED] past 5 day.msg	Jenyfer.A.Carpenter	11/27/2018
2018-C-7144	2018-C-7144 [REDACTED] EM response.msg	Jenyfer.A.Carpenter	11/27/2018
2018-C-7144	2018-C-7144 [REDACTED] data provided.msg	Jenyfer.A.Carpenter	11/27/2018
2018-C-7144	2018-C-7144 [REDACTED] response.msg	Jenyfer.A.Carpenter	11/27/2018
2018-C-7144	2018-C-7144 [REDACTED] refund info.msg	Jenyfer.A.Carpenter	12/11/2018
2018-C-7144	2018-C-7144 [REDACTED] closing case.msg	Jenyfer.A.Carpenter	12/11/2018

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

Casenumber	DocName	createdby	CreatedDate
2018-C-4445	2018-C-4445.msg	Elizabeth.Somers	7/5/2018
2018-C-4445	FW 2018-C-4445.msg	Elizabeth.Somers	7/20/2018
2018-C-4445	2018-C-4445 review.msg	Elizabeth.Somers	8/3/2018
2018-C-4445	RE 2018-C-4445.msg	Elizabeth.Somers	8/9/2018
2018-C-4445	2018-C-4445 resolved.msg	Elizabeth.Somers	11/6/2018

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

REDACTED



Date :09-13-2018

Maine Public Utilities Commission**Cad Case No.2018-I-2664****CAD case Metadata**

Case Number:	2018-I-2664	Customer/Business Name:	[REDACTED]
Case Type:	Information Contact	Case SubType:	Non Cad PUC Topic
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	4/3/2018 11:16:21 AM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	Competitive Electricity Providers (CEPs)
Disposition Type:		Disposition Date:	4/6/2018 9:37:55 AM
Appealed:			
Abatement:	0	Violation:	No
Status:	Closed	Staff Assigned for Violation:	
IsBusiness:	No	Assigned Staff:	Davidson Derek

CAD Note Data

S.No.	Created_Date	Notes	Created_By
1.	4/6/2018 9:37:27 AM	Replied to [REDACTED] email. See attachment.	Derek.D.Davidson
2.	4/3/2018 12:50:04 PM	On 3-22-18, the customer contacted the PUC, with his concerns about an unsolicited salesman from Electricity Maine showing up at his door; he requested the PUC look into this (see attached.)	Kathy.Poetzsch

CAD Case Details-Complainant's Information

Case Number :	2018-I-2664	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) :			

Service Information

Service Name :		Is your mailing address is different than service address :	No
Service Address :	XXXXXXXXXXXXXXXXXXXX	Service Address(Continued) :	
Service City :	XXXXXXXXXX	Service State :	MAINE
Service Zip Code :	00000		

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 : Non Cad PUC Topic

Disposition Detail

Case Status :	Open	Disposition Type :	
Important Decision :	No	Comments :	
Is Possible Violation :	No		

Other Information

Abatement Amount(\$):	Customer contacted the PUC with complaint over unsolicited salesperson at his door working for Electricity Maine
Customer complaint :	

What Customer wants MPUC to do? Requests PUC look into this issue.

Casenumber	DocName	createdby	CreatedDate
2018-I-2664	CASD Issue from [REDACTED] regarding Electric matter.msg	Kathy.Poetzsch	4/3/2018
2018-I-2664	FW CASD Issue from [REDACTED] regarding Electric matter.msg	Kathy.Poetzsch	4/3/2018
2018-I-2664	[REDACTED] regarding Electricity Maine - 2018-I-2664.msg	Derek.D.Davidson	4/6/2018

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

Poetzsch, Kathy

Subject: FW: CASD Issue from [REDACTED] regarding Electric matter

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

From: CASD_Contact_Form@maine.gov [mailto:CASD_Contact_Form@maine.gov]
Sent: Thursday, March 22, 2018 2:59 PM
To: PUC, CASD <CASD.PUC@maine.gov>
Subject: CASD Issue from [REDACTED] regarding Electric matter

Contact Person: [REDACTED]

Street Address:

Address Continued:

City:

State: ME

Zip Code:

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.

3/22/2018 - 2pm

To whom it may concern -

Earlier today I was visited by an unsolicited salesman at my residence working on behalf of Electricity Maine. He made several false or misleading claims in attempt to pressure me into a 12 month contract with Electricity Maine (EM). These claims included:

Stating that proposed contract rate of 11.9c/kwh was the "lowest in the industry" and that everyone else's rates were set to increase to 14c/kwh on April 1 (april fools!).

That this was a "special fixed rate offer to people in your area because of high usage"

That this was guaranteed to save me money and that all of the power sources were "green" and "good for the environment".

I was pressured into showing the salesman a copy of my bill and setting up a new contract with EM.

While the salesman was taking down my information, I was able to quickly research current rates and other claims that he made, and see that it was false or shaky at best. Even once I discovered the early termination fees and other downsides the deal, he continued to claim that I would "save money overall".

REDACTED

While I understand that deregulation has significantly changed the supplier landscape, I feel as though these sales practices are unethical and damaging to the people of Maine. I can imagine that many other people have been pressured and duped into electricity contracts that harm them financially and only add to the frustration and confusion around electricity supply. Our high energy prices already burden us enough, please don't let unscrupulous sales tactics like this make matters any worse.

Sincerely,

[REDACTED]

Poetzsch, Kathy

From: Davidson, Derek D.
Sent: Friday, April 06, 2018 9:35 AM
To: [REDACTED]
Subject: [REDACTED] regarding Electric matter - 2018-I-2664
Attachments: Letter_to_LecLerc_2010_00256_03_05_18.pdf

[REDACTED]

My name is Derek Davidson and I am the Director of the Consumer Assistance and Safety Division here at the PUC. Thank-you for your email regarding Electricity Maine. We have received other complaints similar to yours regarding EM's door-to-door sales and recently sent EM a letter expressing our concern and requesting information regarding their policies and procedures for conducting door-to-door sales in Maine. A copy of the follow-up letter is attached.

We will be following up with them on your complaint and again, thanks for bringing it to our attention. Please feel free to contact me if you have any questions.

Derek D. Davidson, Director
Consumer Assistance and Safety Division Maine Public Utilities Commission Tel. (207) 287-1596
derek.d.davidson@maine.gov

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

From: CASD_Contact_Form@maine.gov [mailto:CASD_Contact_Form@maine.gov]
Sent: Thursday, March 22, 2018 2:59 PM
To: PUC, CASD <CASD.PUC@maine.gov>
Subject: CASD Issue from [REDACTED] regarding Electric matter

Contact Person: [REDACTED]

Street Address:

Address Continued:

City:

State: ME

Zip Code:

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.

3/22/2018 - 2pm

To whom it may concern -

Earlier today I was visited by an unsolicited salesman at my residence working on behalf of Electricity Maine. He made several false or misleading claims in attempt to pressure me into a 12 month contract with Electricity Maine (EM). These claims included:

Stating that proposed contract rate of 11.9c/kwh was the "lowest in the industry" and that everyone else's rates were set to increase to 14c/kwh on April 1 (april fools!).

That this was a "special fixed rate offer to people in your area because of high usage"

That this was guaranteed to save me money and that all of the power sources were "green" and "good for the environment".

I was pressured into showing the salesman a copy of my bill and setting up a new contract with EM.

While the salesman was taking down my information, I was able to quickly research current rates and other claims that he made, and see that it was false or shaky at best. Even once I discovered the early termination fees and other downsides the deal, he continued to claim that I would "save money overall".

While I understand that deregulation has significantly changed the supplier landscape, I feel as though these sales practices are unethical and damaging to the people of Maine. I can imagine that many other people have been pressured and duped into electricity contracts that harm them financially and only add to the frustration and confusion around electricity supply. Our high energy prices already burden us enough, please don't let unscrupulous sales tactics like this make matters any worse.

Sincerely,

[REDACTED]

STATE OF MAINE
PUBLIC UTILITIES COMMISSIONMark A. Vannoy
CHAIRMANR. Bruce Williamson
Randall D. Davis
COMMISSIONERSHarry Lanphear
ADMINISTRATIVE DIRECTOR

March 5, 2018

Muriel LeClerc
Spark Energy d/b/a Electricity Maine
P.O. Box 1150
Auburn, Maine 04210
(via e-mail)

Re: Request for Information, Docket No. 2010-00256

Dear Ms. LeClerc:

On January 22, 2018, I sent a letter to Spark Energy d/b/a Electricity Maine stating that Central Maine Power (CMP) had notified the Commission that a number of its customers have contacted CMP with concerns related to marketing efforts by agents of Electricity Maine. Specifically, recent door-to-door marketing and enrollment efforts by Electricity Maine employees or agents have raised concerns relating to allegations of: (1) employees or agents misrepresenting themselves as representatives of a transmission and distribution (T&D) utility; (2) employees or agents failing to properly identify themselves; and (3) an instance where the employee or agent identified himself as an auditor with the local T&D utility and stating that the purpose of his visit was to provide a refund check to the customer due to the customer being overbilled by the T&D utility.

To evaluate the validity of these allegations, the MPUC Staff asked that Electricity Maine respond to requests for specific information regarding Electricity Maine's door-to-door marketing activities. On February 9, 2018, Electricity Maine provided its response to the information requests.

The MPUC Staff appreciates Electricity Maine's response to the information requests and will not seek Commission action at this time. However, the complaints that have been received are extremely serious and if such activity continues in the future, the MPUC Staff will ask the Commission to initiate a proceeding to consider specific sanctions, including license suspension, license revocation and/or monetary fines.

Please contact me if you would like to discuss this matter.

/s/ Mitchell Tannenbaum

Mitchell Tannenbaum
General Counsel



Date :09-13-2018

Maine Public Utilities Commission**Cad Case No.2018-I-3205****-----CAD case Metadata-----**

Case Number:	2018-I-3205	Customer/Business Name:	[REDACTED]
Case Type:	Information Contact	Case SubType:	SLAMMING
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	4/13/2018 11:29:25 AM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	Competitive Electricity Providers (CEPs)
Disposition Type:		Disposition Date:	5/1/2018 1:05:22 PM
Appealed:			
Abatement:	80	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.	5/1/2018 1:04:56 PM	████████ returned my call leaving a voice mail message. She stated that her concerns have been resolved. EM refunded her the difference between SOP and EM rates. She stated she satisfied and no further investigation is needed on CASD part.	Pamela.Emmons
2.	5/1/2018 11:49:08 AM	I placed a second call to ██████ leaving her a detailed voice message that I was follow-up with from my 4/13 call and if I did not hear back from her by 5/4 I would be closing her case.	Pamela.Emmons
3.	4/13/2018 11:31:14 AM	I called the customer and left word for her to call me back. Based on her notes it not clear when contact was made and a reviewed of her CMP accounts shows that EM had service fro m 12/2017-2/2018. I need additional information from customer before elevating this matter to a complaint.	Pamela.Emmons
4.	4/13/2018 11:29:34 AM	Correspondence electrity maine keeps adding me to their company without consent. this has happened 2 times now. as a result I now how to wait at least 6 weeks to get reembused for the last 2 months UNFAIR! I live in a complex that has signs up NO SOLICITING. that they ignored. my complaint is why I have to wait at least 6 weeks to get my money back?	Pamela.Emmons

CAD Case Details**Complainant's Information**

Case Number : 2018-I-3205
 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 : Norway
 Service Zip Code : 04268

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

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? No Date of Contact :

Other Detail

Issues : SLAMMING

Disposition Detail

Case Status : Open Disposition Type :
 Important Decision : No Comments :
 Is Possible Violation : No

Other Information

Abatement Amount(\$) : 80.00

Correspondence electricity maine keeps adding me to their company without consent. this has happened 2 times

Customer complaint :

now, as a result I now how to wait at least 6 weeks to get reembused for the last 2 months UNFAIR! I live in a complex that has signs up NO SOLICITING. that they ignored. my complaint is why I have to wait at least 6 weeks to get my money back?

What Customer wants MPUC to do?

Customer wants Electricity Maine to be removed from her service and payments refunded.

Casenumber	DocName	createdby	CreatedDate
2018-I-3205	FW General Complaint or Question Form.[REDACTED].msg	Pamela.Emmons	4/13/2018

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

Poetzsch, Kathy

From: Cottle, Susan
Sent: Friday, April 13, 2018 10:45 AM
To: Emmons, Pamela
Subject: FW: General Complaint or Question Form

Pam--Correspondence, please and thank you! And would you please also enter this on the spredsheet--I don't have access to it at the moment.

-S

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

From: Cottle, Susan
Sent: Friday, April 13, 2018 10:44 AM
To: Mediation, Consumer <Consumer.Mediation@maine.gov>; Thompson, Tracy L <Tracy.L.Thompson@maine.gov>
Subject: RE: General Complaint or Question Form

We'll be glad to contact her, Tracy

Thanks,

-S

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

From: Mediation, Consumer
Sent: Friday, April 13, 2018 9:45 AM
To: Cottle, Susan <susan.cottle@maine.gov>
Subject: FW: General Complaint or Question Form

Good Morning Susan,

Can your office assist this consumer?

Sincerely,

Tracy Thompson
Assistant Complaint Examiner
Consumer Mediation Service
Consumer Protection Division
Office of Attorney General
6 State House Station
Augusta, ME 04333-0006
PH: 207-626-8849

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

From: [REDACTED]
Sent: Saturday, March 24, 2018 9:57 AM
To: Mediation, Consumer <Consumer.Mediation@maine.gov>

Subject: General Complaint or Question Form

General Complaint or Question Form

Your name: [REDACTED]

Your address: [REDACTED]

City: NORWAY

State: ME

Zip: 04268

Phone: [REDACTED]

Fax:

E-mail: [REDACTED]

Name of business:

Their address:

City:

State: ME

Zip:

Telephone:

Fax:

E-mail:

Summary of complaint or question: electrity maine keeps adding me to their company without consent. this has happened 2 times now. as a result I now how to wait at least 6 weeks to get reembused for the last 2 months UNFAIR! I live in a complex that has signs up NO SOLICITING. that they ignored. my complaint is why I have to wait at least 6 weeks to get my money back?

THANK YOU



Date :01-03-2019

Maine Public Utilities Commission**Cad Case No.2018-C-3387****-----CAD case Metadata-----**

Case Number:	2018-C-3387	Customer/Business Name:	[REDACTED]
Case Type:	Complaint	Case SubType:	CEP Terms of Service
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	4/20/2018 4:27:34 PM
Utility/Industry	Electric	Utility/Industry Subtype:	CEPs
Type:			
Disposition Type:	UTILITY DID NOT PROVIDE ADEQUATE SERVICE	Disposition Date:	4/25/2018 11:48:18 AM
Appealed:		Violation:	
Abatement:	10	Staff Assigned for Violation:	
Status:	Closed	Assigned Staff:	Emmons Pamela
IsBusiness:	No		

CAD Note Data

S.No.	Created_Date	Notes	Created_By
1.	4/25/2018 11:49:43 AM	POSSIBLE VIOLATION- 305 pg 26 Item 11. Trade Practices Customer was quoted one rate and was billed at a higher rate.	Pamela.Emmons
2.	4/25/2018 11:42:08 AM	Attachments-CASE RESOLVED Correspondence from EM and my response i.e EM to return customer to Standard Off Pricing (SOP) and to adjust \$9.76 which is the difference between what she was billed under EM and the SOP. I called [REDACTED] to advise her of the same. I asked if she was satisfied with the results and she said she is. She thank me to looking into this matter. Second attachment is a copy of the 3rd Party Verification call.	Pamela.Emmons
3.	4/20/2018 4:40:20 PM	Attachment- Email to EM re request for account information	Pamela.Emmons
4.	4/20/2018 4:27:43 PM	Electricity Maine door to door sales person advised [REDACTED] that by swapping over to EM her electrical rate would be reduced by 30 percent. We reviewed her bill and discover that her rate is .1049. Customer is not satisfied with EM and wants to return to SOP.	Pamela.Emmons

CAD Case Details**-Complainant's Information**

Case Number : 2018-C-3387
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 : 207-956-2658

Service Information

Service Name :
Service Address : [REDACTED]
Service City : Old Orchard Beach
Service Zip Code : 04064

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 : 03/01/2018

Other Detail

Issues : CEP Terms of Service

Disposition Detail

Case Status : Open Disposition Type :
Important Decision : No Comments :
Is Possible Violation : Yes

UTILITY DID
NOT PROVIDE
ADEQUATE
SERVICE

Other Information

Abatement Amount(\$): 9.76

Customer complaint : Electricity Maine door to door sales person advised [REDACTED] that by swapping over to EM her electrical rate would be reduced by

30 percent. We reviewed her bill and discover that her rate is .1049.
Customer is not satisfied with EM and wants to return to SOP.

What Customer wants MPUC to do?

Customer wants CASD to investigate why she is being bill more than what she was advised.

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Friday, April 20, 2018 4:39 PM
To: 'Sandra Nadeau'
Subject: 2018-C-3387

Sandra:

I received a call from [REDACTED] regarding her service. She stated that an Electricity Maine sales rep (Tim) went to her house and advised her that by signing up with EM that she electrical usage would be reduced by 30%.

A review of her bill due dated for 5/15/2018 (which is also her first EM bill) shows that her rate is .1049 which is not a reduction in costs but an increase. She would like to return to the standard offer because she is on a fixed income.

Her account is [REDACTED]

Would you please provide me with the following information as soon as possible but not later than May 4, 2018:

- 1) Contract
- 2) Third Party verification call, she said that Tim was with her when this call took place and he advised her to response yes to all the questions.
- 3) Customer contact

Thank you for your assistance with 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

Poetzsch, Kathy

From: Sandra Nadeau <snaudeau@providerpower.com>
Sent: Wednesday, April 25, 2018 10:00 AM
To: Emmons, Pamela
Subject: RE: 2018-C-3387
Attachments: 211368032620180215.wav

Hi Pamela,

Here is the TPV and the agents name was Taylor T. He is now inactive with the agency. Please let me know if you have any questions.

Thank you

Sandra



Sandra Nadeau | Director, Provider Operations

306 Rodman Road | Auburn, ME 04210

Tel: 207-440-5024 | Mobile: 207-576-3839 |

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

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From: Emmons, Pamela [mailto:Pamela.Emmons@maine.gov]

Sent: Friday, April 20, 2018 4:39 PM

To: Sandra Nadeau

Subject: 2018-C-3387

Sandra:

I received a call from [REDACTED] regarding her service. She stated that an Electricity Maine sales rep (Tim) went to her house and advised her that by signing up with EM that she electrical usage would be reduced by 30%.

A review of her bill due dated for 5/15/2018 (which is also her first EM bill) shows that her rate is .1049 which is not a reduction in costs but an increase. She would like to return to the standard offer because she is on a fixed income.

Her account is [REDACTED]

Would you please provide me with the following information as soon as possible but not later than May 4, 2018:

1. Contract
2. Third Party verification call, she said that Tim was with her when this call took place and he advised her to response yes to all the questions.
3. Customer contact

Thank you for your assistance with this matter.

Best regards,

REDACTED

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, April 25, 2018 11:37 AM
To: 'Sandra Nadeau'
Subject: RE: 2018-C-3387

Sandra:

I called the customer and she is satisfied with what you've proposed because she only incurred one billing from EM.

I'm going to close this case today as resolved.

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: Wednesday, April 25, 2018 9:47 AM
To: Emmons, Pamela <Pamela.Emmons@maine.gov>
Subject: RE: 2018-C-3387

Hi Pamela,

I have requested the information that you are asking for. As soon as I receive this I will send it your way. Also, I have asked that they investigate the person name "Tim" because that is not the way we want customers to be feeling or how we want to be portrayed in the communities. Meanwhile, I will be sure to drop her back to the Standard Offer so that she can receive the rate she was on before EME. I will go ahead and issue the adjustment to her account so that she would only need to pay the balance of \$30.10 (0.0792 SO) instead of \$39.86 (0.104895 EME). Does this seem okay with you?

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

From: Emmons, Pamela [<mailto:Pamela.Emmons@maine.gov>]
Sent: Friday, April 20, 2018 4:39 PM
To: Sandra Nadeau
Subject: 2018-C-3387

Sandra:

I received a call from [REDACTED] regarding her service. She stated that an Electricity Maine sales rep (Tim) went to her house and advised her that by signing up with EM that she electrical usage would be reduced by 30%.

A review of her bill due dated for 5/15/2018 (which is also her first EM bill) shows that her rate is .1049 which is not a reduction in costs but an increase. She would like to return to the standard offer because she is on a fixed income.

Her account is [REDACTED]

Would you please provide me with the following information as soon as possible but not later than May 4, 2018:

1. Contract
2. Third Party verification call, she said that Tim was with her when this call took place and he advised her to response yes to all the questions.
3. Customer contact

Thank you for your assistance with 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

Casenumber	DocName	createdby	CreatedDate
2018-C-3387	Email to EM.msg	Pamela.Emmons	4/20/2018
2018-C-3387	Copy of call.msg	Pamela.Emmons	4/25/2018
2018-C-3387	Customer satisfied with proposed solution.msg	Pamela.Emmons	4/25/2018

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



Date :09-13-2018

Maine Public Utilities Commission**Cad Case No.2018-I-4004****-----CAD case Metadata-----**

Case Number:	2018-I-4004	Customer/Business Name:	[REDACTED]
Case Type:	Information Contact	Case SubType:	CUSTOMER SERVICE
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	5/22/2018 9:39:49 AM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	Competitive Electricity Providers (CEPs)
Disposition Type:		Disposition Date:	5/22/2018 9:44:06 AM
Appealed:			
Abatement:	0	Violation:	No
Status:	Closed	Staff Assigned for Violation:	
IsBusiness:	No	Assigned Staff:	Pierce Sheila

CAD Note Data

S.No.	Created_Date	Notes	Created_By
1.	5/22/2018 9:42:04 AM	[REDACTED] She said he speaks very little English and she actually had an interpreter with her during her phone call with me. I advised her to call Electricity Maine and identify herself as his case manager, tell them he doesn't understand English, did not understand what he was signing and that he wants to rescind his enrollment. If they won't help her, I advised her to call us back.	Sheila.Pierce

CAD Case Details**-Complainant's Information**

Case Number : 2018-I-4004
 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 : [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? No

Utility/Industry Subtype : Competitive Electricity Providers (CEPs)
 Utility Account Number : [REDACTED]
 Date of Contact :

Other Detail

Issues : CUSTOMER SERVICE

Disposition Detail

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

Disposition Type :
 Comments :

Other Information

Abatement Amount(\$):

Customer complaint : Customer signed up for Electricity Maine about three weeks ago. He did not understand what they were asking him to sign - he speaks very

limited English. He does not even remember now if he actually signed something. He does not want this. It's 11 cents per kwh.

What Customer wants MPUC to do?

Want to rescind the contract



Date :01-03-2019

Maine Public Utilities Commission**Cad Case No.2018-C-4185****-----CAD case Metadata-----**

Case Number:	2018-C-4185	Customer/Business Name:	[REDACTED]
Case Type:	Complaint	Case SubType:	CEP Terms of Service
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	6/1/2018 7:30:44 AM
Utility/Industry	Electric	Utility/Industry Subtype:	CEPs
Type:			
Disposition Type:	UTILITY DID NOT PROVIDE ADEQUATE SERVICE	Disposition Date:	11/15/2018 8:50:03 AM
Appealed:			
Abatement:	19	Violation:	
Status:	Closed	Staff Assigned for Violation:	
IsBusiness:	No	Assigned Staff:	Carpenter Jenyfer

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

S.No.	Created_Date	Notes	Created_By
1.	11/28/2018 1:15:49 PM	Attachment email from EM about refund	Jenyfer.A.Carpenter
2.	11/26/2018 10:18:23 AM	POSSIBLE VIOLATION CHPT 305 3B,4D	Jenyfer.A.Carpenter
3.	11/26/2018 10:16:31 AM	Attachment email from son [REDACTED] thanking us for our help	Jenyfer.A.Carpenter
4.	11/15/2018 9:08:59 AM	Attachment decision letter mailed to customer via ups as well as emailed to Electricity Maine.	Jenyfer.A.Carpenter
5.	11/14/2018 2:51:50 PM	Called and left a voice mail that the investigation is complete and a decision has been made and a letter would be sent to him, that I am asking for EM to refund the difference between what they charged and the standard offer amount. Also that it was determined that EM did not follow the rules set by the PUC to rescind and the timing of the terms of service. If he has any questions he is to call me back.	Jenyfer.A.Carpenter
6.	11/7/2018 8:18:25 AM	Attachment email to CMP and response on why they gave him a gift card for 20.00 when concern was with Electricity Maine.	Jenyfer.A.Carpenter
7.	7/11/2018 9:05:38 AM	Attachment--email from Sandra indicating that the salesman on this account is no longer an active agent for them and was unable to reach him .	Jenyfer.A.Carpenter
8.	7/10/2018 4:51:39 PM	Attachment copy of phone calls placed on 5/4, 5/7 to see if they had been enrolled and 5/31/2018 was after welcome packet was received. In all three calls states he did not was EM . During the 5/31/18 call a 25.00 gift card was offered to make up the difference for the additional amount the bill will be. Information from Sandra states he was enrolled on 5/14/18 so by the time he called on 5/31/18 he was already in service. As far as any action taken on the salesmen she will get back to me.	Jenyfer.A.Carpenter
9.	7/9/2018 1:02:48 PM	Attachment--have sent an email to Sandra Nadeau Electricity Maine snadeau@providerpower.com to see if copies of previous phone calls on 5/4 and 5/7 can be sent as well as the call on 5/31/18. Also asking about when they were enrolled and his concern about the salesmen taking the CMP they requested to view.	Jenyfer.A.Carpenter
10.	7/9/2018 11:31:00 AM	Called and spoke to [REDACTED] about the results of the TPV call to his father. The CEP did in fact get verbal permission to change the service provider to Electricity Maine LLC. He explained even though his father told	Jenyfer.A.Carpenter

him he never spoke to anyone about changing CEP's we found that he did and he can not do anything to change that. He also said that he is still concerned that they took the CMP bill and his elderly father was taken advantage of by the selling tactics of the men who came uninvited. I did explain that I understood about his other concerns however the PUC did not have any rule to go by for selling tactics.

11. 7/9/2018 Correction--case is not being demoted, an investigation has been done and Jenyfer.A.Carpenter
11:21:35 AM will send a decision letter.
12. 7/6/2018 DEMOTION request--Reviewed the TPV and [REDACTED] did in fact agree to Jenyfer.A.Carpenter
9:35:08 AM change to Electricity Maine.
13. 6/12/2018 Attachment requested info from electricity Maine Jenyfer.A.Carpenter
3:39:51 PM
14. 6/11/2018 Attachment duplicate information sent from [REDACTED] he mailed the Jenyfer.A.Carpenter
3:50:46 PM information he sent online
15. 6/8/2018 [REDACTED] called and we discussed the complaint, he called Electricity Maine Jenyfer.A.Carpenter
3:30:50 PM and canceled the contract with Electricity Maine in next billing cycle June 14, 2018 however does not feel that they should have to pay the increase from standard offer to 12 cents per kwh, he also called CMP in the end he ended up getting no penalty to end contract with Electricity Maine and offered a gift card for 25.00, and CMP offered a 20.00 credit on account. He has also contacted the Attorney General and the DHS Elder Abuse because he feels his elderly father was taken advantage of and the fact they took his physical CMP bill.
16. 6/8/2018 Attachment--emailed Electricity Maine at Jenyfer.A.Carpenter
1:07:16 PM customerconcerns@electricityme.com for TPV, welcome package and 12 months of contact log. Due by 6/22/18
17. 6/8/2018 Called [REDACTED] and left a message for [REDACTED] to return my call. Jenyfer.A.Carpenter
11:38:42 AM if no response will email at [REDACTED]
18. 6/8/2018 WEB SUBMISSION CONT PUC TO DO: My father and I would like the PUC to Jenyfer.A.Carpenter
11:37:34 AM investigate this complaint. I am so disgusted that a Maine-based company like Electricity Maine would take advantage of a 91-year old man like this. And, I don't understand why Electricity Maine would believe that a CMP customer paying \$7.9 cents per kw/hr would switch to a company like Electricity Maine offering \$12.7 cents per kw/hr??? That just does NOT make any sense to us. My father worked hard all of his life to provide the best for his family. I learned a strong word ethic from my father and I work hard every day. I can't understand why Electricity Maine would take us for fools. PLEASE, PLEASE, PLEASE...my father and I want Electricity Maine to be penalized and shut down for conducting such a pathetic business operation.

How does a Maine-based company like Electricity Maine have the authority to set up customer accounts WITHOUT the customer's permission? Please do something to shut down this fraudulent Electricity Maine company.

19. 6/8/2018 WEB SUBMISSION--While sitting outside of his home, my father of 91 years Jenyfer.A.Carpenter
11:36:51 AM and a WWII veteran, was approached by two (2) males claiming to be from Electricity Maine and they were soliciting new customers. They spoke with my dad about how wonderful Electricity Maine would be. My dad showed them the CMP bill, however he did NOT sign any paperwork. What did happen is the two men took his CMP bill without his knowledge. I ended up having to pay the CMP bill over-the-telephone. On May 4th I called Electricity Maine, at the request of CMP, and inquired about how this interaction could have happened and why the two men took our CMP bill. He (Matt) stated how sorry he was and said there was no account or file set up in my father's name, but call back on Monday to confirm. On May 7th, I called Electricity Maine back and spoke with Debbie. She said there was no account or file open in my father's name. So, end of story, right? NO! on May 31st my father received a mailing from Electricity Maine welcoming him to the family and thanking him for setting up an account. He did NOT sign anything! I found out that I have to pay for meter service with Electricity Maine beginning May 15th, but the account will be cancelled. I then called CMP and they looked up my father's account. We now have to pay the increase in kw/hr because Electricity Maine is \$12.7 cents and CMP is \$7.9 cents per kw/hr. I don't understand how a company like Electricity Maine can conduct door-to-door solicitation, take a CMP bill from an elderly man, and create an account when he NEVER signed any paperwork???
20. 6/1/2018 DUPLICATE CASE - Closed case 2018-I-4187 as it is a duplicate of 2018-I-4185. Lisa.Berube
11:43:55 AM Carrying notes.

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

-Complainant's Information

Case Number : 2018-C-4185
 Complainant's Middle Name :
 Complainant's Suffix :
 Complainant's Email Address : [REDACTED]
 Complainant's Telephone Number [REDACTED]
 (Secondary) :

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

Service Information

Service Name :
 Service Address : [REDACTED]
 Service City : Monmouth
 Service Zip Code : 04259

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 : 05/31/2018

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(\$): 19.26

While sitting outside of his home, my father

of 91 years and a WWII veteran, was approached by two (2) males claiming to be from Electricity Maine and they were soliciting new customers. They spoke with my dad about how wonderful Electricity Maine would be. My dad showed them the CMP bill, however he did NOT sign any paperwork. What did happen is the two men took his CMP bill without his knowledge. I ended up having to pay the CMP bill over-the-telephone. On May 4th I called Electricity Maine, at the request of CMP, and inquired about how this interaction could have happened and why the two men took our CMP bill. He (Matt) stated how sorry he was and said there was no account or file set up in my father's name, but call back on Monday to confirm. On May 7th, I called Electricity Maine back and spoke with Debbie. She said there was no account or file open in my father's name. So, end of story, right? NO! on May 31st my father received a mailing from Electricity Maine welcoming him to the family and thanking him for setting up an account. He did NOT sign anything! I found out that I have to pay for meter service with Electricity Maine beginning May 15th, but the account will be cancelled. I then called CMP and they looked up my father's account. We now have to pay the increase in kw/hr because Electricity Maine is \$12.7 cents and CMP is \$7.9 cents per kw/hr. I don't understand how a company like Electricity Maine can conduct door-to-door solicitation, take a CMP bill from an elderly man, and create an account when he NEVER signed any paperwork???

My father and I would like the PUC to investigate this complaint. I am so disgusted that a Maine-based company like Electricity Maine would take advantage of a 91-year old man like this. And, I don't understand why Electricity Maine would believe that a CMP customer paying \$7.9 cents per kw/hr would switch to a company like Electricity Maine offering \$12.7 cents per kw/hr??? That just does NOT make any

What Customer wants MPUC to do?

sense to us. My father worked hard all of his life to provide the best for his family. I learned a strong word ethic from my father and I work hard every day. I can't understand why Electricity Maine would take us for fools. PLEASE, PLEASE, PLEASE...my father and I want Electricity Maine to be penalized and shut down for conducting such a pathetic business operation. How does a Maine-based company like Electricity Maine have the authority to set up customer accounts WITHOUT the customer's permission? Please do something to shut down this fraudulent Electricity Maine company.

Poetzsch, Kathy

From: Carpenter, Jenyfer A
Sent: Friday, June 08, 2018 1:04 PM
To: 'customerconcerns@electricityme.com'
Subject: FW: Maine Public Utilities Commission

Good Afternoon,

CMP Account # [REDACTED]

[REDACTED]
Monmouth, ME 04259

Please provide me the following information as soon as possible but no later than 6/22/20108.

- TPV recording
- Copy of welcome packet
- 12 months of contact logs with this customer

Thank you,

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

June 5, 2018

RECEIVED

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

2018 JUN 11 A 7:26

MAINE PUBLIC
UTIL. COMM.

To Whom It May Concern:

While sitting outside of his home, my father of 91 years and a WWII veteran, was approached by two (2) males claiming to be from Electricity Maine and they were soliciting new customers. They spoke with my dad about how wonderful Electricity Maine would be. My dad showed them the Central Maine Power bill, however he did NOT sign any paperwork. What did happen is the two men (physically) took his CMP bill without his knowledge.

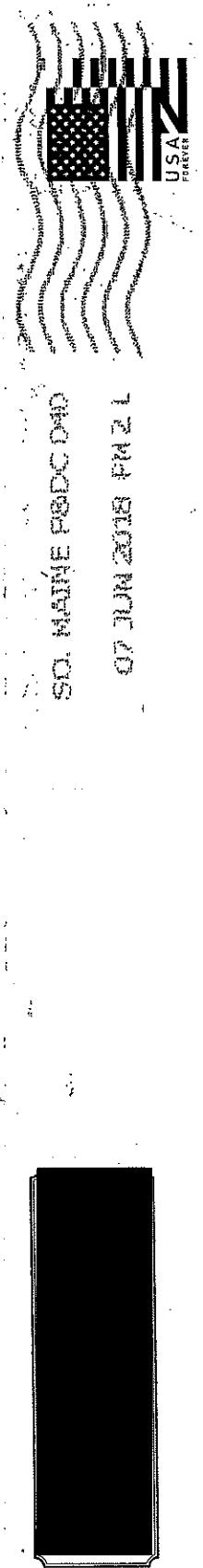
I ended up having to pay the CMP bill over-the-telephone. On May 4th, I called Electricity Maine, at the request of CMP and inquired about how this interaction could have happened and why the two men took our CMP bill. He (Matt) stated how sorry he was and said there was no account or file set up in my father's name, but call back on Monday to confirm. On May 7th, I called back Electricity Maine and spoke with Debbie. She said there was no account or file open in my father's name.

So, end of story...right? NO! On May 31st my father received a mailing from Electricity Maine "welcoming him to the family and thanking him for setting up an account". He did NOT sign anything! I called Electricity Maine and spoke to Destiny. I found out that I have to pay for meter service with Electricity Maine because they read the meter on May 15th, however the account will be cancelled. Next, I called CMP and they looked up my father's account. We now have to pay the increase in kw/hr because Electricity Maine is \$12.7 cents and CMP is \$7.9 cents per kw/hr.

We do not understand how a company like Electricity Maine can conduct door-to-door solicitation, take a CMP bill from an elderly man, and create an account when he NEVER signed any paperwork??? My father and I have lived in Maine all our lives and can't understand how a Maine-based company can treat Mainers like this. PLEASE HELP!



REDACTED



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

-16360

Poetzsch, Kathy

From: Sandra Nadeau <snaudeau@providerpower.com>
Sent: Tuesday, June 12, 2018 2:55 PM
To: Carpenter, Jenyfer A
Subject: RE: Maine Public Utilities Commission
Attachments: 211381326520180502.wav; SKM_C364e18061216080.pdf

Hi Jenyfer,
Attached you will find the welcome packet and the TPV call.

Here is the contact log that I have on file:

Ticket Number	Date	Correspondence/Ticket	UserID	Type	Follow Up	Notes	Attachment	Sticky
18151-548541	05/31/2018 15:15:23	Support Ticket	dmacherry	Drop Request	05/31/2018	5-31-18 Drop to SO, Spoke to [REDACTED] son, he had called twice to rescind enrollment and neither agent put it in rescind queue		

Please let me know if there is anything else you may need.

Thank you
Sandra



Sandra Nadeau | Director, Provider Operations
306 Rodman Road | Auburn, ME 04210
Tel: 207-440-5024 | Mobile: 207-576-3839 |
snaudeau@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: Carpenter, Jenyfer A [mailto:Jenyfer.A.Carpenter@maine.gov]
Sent: Friday, June 08, 2018 1:05 PM
To: ProviderConcerns
Subject: FW: Maine Public Utilities Commission

Good Afternoon,

CMP Account # [REDACTED]

[REDACTED]
[REDACTED]
Monmouth, ME 04259

Please provide me the following information as soon as possible but no later than 6/22/20108.

- TPV recording
- Copy of welcome packet
- 12 months of contact logs with this customer

Thank you,

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

REDACTED



P.O. Box 421289
Houston, TX 77242

Welcome to the Family!

>000393 00508 004 P51121

Monmouth, ME 04259-7005

5/15/2018

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

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.



REDACTED



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."



REDACTED

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: Carpenter, Jenyfer A
Sent: Tuesday, July 10, 2018 9:54 AM
To: 'Sandra Nadeau'
Subject: 2018-C-4185 [REDACTED]

Sandra,

[REDACTED] account # [REDACTED] CMP# [REDACTED]

I am working with Beth on this case after reviewing with her today I will need some more information from you.

1. [REDACTED] states he made two phone calls on 5/4/18 and 5/7/18 to see if an account has been opened, do you have recordings of those phone calls? Also a copy of the call on 5/31/18 at 15:15:23.
2. He also stated that the salesmen took the CMP bill they asked to review without [REDACTED] knowledge or permission. Can you look into this and let me know the results.
3. What date was [REDACTED] enrolled with Electricity Maine?

Thank you for your help.

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: Sandra Nadeau <snaudeau@providerpower.com>
Sent: Tuesday, July 10, 2018 3:19 PM
To: Carpenter, Jenyfer A
Subject: RE: 2018-C-4185 [REDACTED]
Attachments: IR_200144288820180531.wav; IR_200122184420180507.wav; IR_200120603520180504.wav

Hi Jenyfer,

I have someone looking into number 2, so once I hear back I will let you know. I have attached the calls for you. It looks like this person went effective on 5/14/18. I feel bad that the customer/family called in to cancel and it didn't get done but they called before it was in our system. I would be willing to send them a gift card for \$25.00 for the inconvenience. Please let me know if this is acceptable and I will have it put through. It would take 6-8 weeks for him to receive.

Thank you

Sandra



Sandra Nadeau | Director, Provider Operations

306 Rodman Road | Auburn, ME 04210

Tel: 207-440-5024 | Mobile: 207-576-3839 |

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

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From: Carpenter, Jenyfer A [mailto:Jenyfer.A.Carpenter@maine.gov]

Sent: Tuesday, July 10, 2018 9:54 AM

To: Sandra Nadeau

Subject: [EXTERNAL] 2018-C-4185 [REDACTED]

Sandra,

[REDACTED] account # [REDACTED] CMP# [REDACTED]

I am working with Beth on this case after reviewing with her today I will need some more information from you.

1. [REDACTED] states he made two phone calls on 5/4/18 and 5/7/18 to see if an account has been opened, do you have recordings of those phone calls? Also a copy of the call on 5/31/18 at 15:15:23.
2. He also stated that the salesmen took the CMP bill they asked to review without [REDACTED] knowledge or permission. Can you look into this and let me know the results.
3. What date was [REDACTED] enrolled with Electricity Maine?

Thank you for your help.

Jenyfer Carpenter
Senior Consumer Assistance Specialist

REDACTED

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: Sandra Nadeau <snaudeau@providerpower.com>
Sent: Wednesday, July 11, 2018 9:01 AM
To: Carpenter, Jenyfer A
Subject: RE: 2018-C-4185 [REDACTED]

Hi Jenyfer,

We contacted the vendor to see if we could get more information and this is what they sent to us.

Unfortunately Joseph Stewart is no longer an active agent on our campaign.

We have contacted his manager, and he told us that he was unable to reach him to provide feedback.

I hope this helps.

Thank you

Sandra



Sandra Nadeau | Director, Provider Operations

306 Rodman Road | Auburn, ME 04210

Tel: 207-440-5024 | Mobile: 207-576-3839 |

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

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From: Carpenter, Jenyfer A [mailto:Jenyfer.A.Carpenter@maine.gov]

Sent: Tuesday, July 10, 2018 9:54 AM

To: Sandra Nadeau

Subject: [EXTERNAL] 2018-C-4185 [REDACTED]

Sandra,

[REDACTED] account # [REDACTED] CMP# [REDACTED]

I am working with Beth on this case after reviewing with her today I will need some more information from you.

1. [REDACTED] states he made two phone calls on 5/4/18 and 5/7/18 to see if an account has been opened, do you have recordings of those phone calls? Also a copy of the call on 5/31/18 at 15:15:23.
2. He also stated that the salesmen took the CMP bill they asked to review without [REDACTED] knowledge or permission. Can you look into this and let me know the results.
3. What date was [REDACTED] enrolled with Electricity Maine?

Thank you for your help.

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: Souzer, Tabitha <Tabitha.Souzer@cmpco.com>
Sent: Wednesday, November 07, 2018 8:07 AM
To: Carpenter, Jenyfer A
Cc: Arnold, Darryl; Holland, Jayme
Subject: RE: [EXTERNAL SENDER] RE: 2018-c-4185 [REDACTED]

Good Morning Jenyfer,

When I look at the notes, the customer call very upset about the new rate that the CEP had given him. The rep she states that she gave him a \$20.00 credit to help with the increase in his rate. I don't know if the rep is aware that the \$20.00 would have only been directed to the delivery portion of the bill but I can make sure we follow up with her. I hope this helps.

Thanks,
Tabitha

From: Carpenter, Jenyfer A [mailto:Jenyfer.A.Carpenter@maine.gov]
Sent: Tuesday, November 06, 2018 4:33 PM
To: Souzer, Tabitha
Subject: RE: [EXTERNAL SENDER] RE: 2018-c-4185 [REDACTED]

Hi Tabitha,

On bill due date 8/1/18 invoice number [REDACTED] customer comp settlmnt cr \$20.00 . Hopefully this will help.

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: Souzer, Tabitha [mailto:Tabitha.Souzer@cmpco.com]
Sent: Tuesday, November 06, 2018 3:07 PM
To: Carpenter, Jenyfer A <Jenyfer.A.Carpenter@maine.gov>
Cc: Holland, Jayme <Jayme.Holland@cmpco.com>; Arnold, Darryl <darryl.arnold@cmpco.com>
Subject: [EXTERNAL SENDER] RE: 2018-c-4185 [REDACTED]

Jenyfer,

Do you have some additional information? Like how much the gift card was, how he got it? I don't see any notes on the account about us sending him anything.

Thanks,
Tabitha

From: Carpenter, Jenyfer A [<mailto:Jenyfer.A.Carpenter@maine.gov>]
Sent: Tuesday, November 06, 2018 2:38 PM
To: Souzer, Tabitha
Subject: 2018-c-4185 [REDACTED]

Sorry I forgot to include this information

[REDACTED] / MONMOUTH ME 04259

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: Souzer, Tabitha [<mailto:Tabitha.Souzer@cmpco.com>]
Sent: Tuesday, November 06, 2018 12:58 PM
To: Carpenter, Jenyfer A <Jenyfer.A.Carpenter@maine.gov>
Cc: Arnold, Darryl <darryl.arnold@cmpco.com>; Holland, Jayme <Jayme.Holland@cmpco.com>
Subject: [EXTERNAL SENDER] RE: 2018-c-4185 [REDACTED]

Hi Jenyfer,

Do you have an account number?

Thanks,
Tabitha

From: Carpenter, Jenyfer A [<mailto:Jenyfer.A.Carpenter@maine.gov>]
Sent: Tuesday, November 06, 2018 12:54 PM
To: Customer Service Quality
Subject: 2018-c-4185 Witherell

Can someone please let me know why CMP provided a gift card to this customer when the concern was with Electricity Maine?

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

REDACTED

Phone: 207-287-4942
Fax: 207-287-6889
jennyfer.a.carpenter@maine.gov

REDACTED



STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Mark A. Vannoy
CHAIRMAN

Harry Lanphear
ADMINISTRATIVE DIRECTOR

R. Bruce Williamson
Randall D. Davis
COMMISSIONERS

November 16, 2018

[REDACTED]
Monmouth, ME 04259

RE: CASD Case: 2018-C-4185 – Electricity Maine LLC (EM)
Account Number: [REDACTED]

Dear [REDACTED]

On June 8, 2018, your son [REDACTED] who has authorization on the account, contacted the Consumer Assistance & Safety Division (CSD) to submit a complaint. He stated that you had been approached by two door-to-door salesmen and that they had taken your Central Maine Power bill. He expressed concern that your electricity supply provider had been changed to EM without your consent and that they had taken advantage of you. He asked the CSD for assistance.

Following the conversation with your son on June 8, 2018, I asked EM for your account information. EM provided me with a copy of the telephone recording of your conversation with the Third-Party Verification (TPV) representative that took place on May 2, 2018. A TPV call is a call in which an independent company calls to verify the customer information as well as to confirm the understanding of the terms of your contract with an electricity supplier. To each question, you responded that you agreed to the terms. EM also provided me with the contact records and a copy of the welcome packet.

In the records provided it shows that on May 4, 2018, and May 7, 2018, your son contacted EM to rescind the request to change your supplier to EM. In the records I reviewed, EM has an activation date of May 14, 2018, which is after your son rescinded your enrollment. On May 31, 2018, your son stated you received a welcome package from EM dated May 15, 2018, welcoming you to the EM family. The records provided by EM confirm that the welcome packet was mailed on May 15, 2018, a day after EM had enrolled you as a customer. Your son called EM on May 31, 2018, and explained that he had contacted EM two times prior to rescind the agreement. The records indicate that on June 16, 2018 (the next date that CMP read your meter) your account was returned to the standard offer pricing.

Commission rules state the Competitive Electricity Provider (CEP) must provide to each customer the Terms of Service documentation within seven calendar days of agreeing to provide service to a customer. Furthermore, the CEP is prohibited from enrolling a customer until the Terms of Service document has been provided to the customer and the customer's statutory right of rescission has expired.

Given the information above, it is my decision that EM did not fulfill its obligation when they failed to process your two requests to rescind your decision to enroll with EM. It is also my decision that EM did not follow the initiation of service correctly based on the sequence outlined in the rule that specifies when service can begin. Therefore, I find that EM cannot collect from you more than what you would have been billed at the Standard Offer and must reimburse the difference between what you paid for your electricity supply at EM's rate of 12.7 cents per kWh and the Standard Offer

rate of 7.92 cents per kWh. The records provided show that you were billed for 403 kWh in the amount of \$51.14 and that you paid in full. The difference between what you paid and what you should have paid is \$19.26 Therefore, you are due a refund of \$19.26 from EM.

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>.

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 Jenyfer.a.carpenter@maine.gov.

Sincerely,



Jenyfer Carpenter
Senior Consumer Assistance Specialist
Consumer Assistance & Safety Division

cc: Electricity Maine LLC (EM) via email

Poetzsch, Kathy

From: Carpenter, Jenyfer A
Sent: Thursday, November 15, 2018 9:07 AM
To: 'consumeraffairs@sparkenergy.com'
Subject: 2018-C-4185 [REDACTED] Decision letter
Attachments: 2018-C-4185 [REDACTED] decision final.doc

Please see attached decision letter for a complaint filed

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: [REDACTED]
Sent: Monday, November 26, 2018 6:40 AM
To: Carpenter, Jenyfer A
Subject: [EXTERNAL SENDER] Re: FW: Electricity Maine LLC

Hi Jenyfer,

I wanted to reach out to THANK YOU for the recent voicemail message and letter you sent to my dad and I. We are pleased with the decision and more importantly your perseverance in seeing this to the end. We appreciate everything you have done for us. Again, THANK YOU!!!

[REDACTED]

On Tue, Jun 26, 2018 at 10:16 AM [REDACTED] wrote:
Hi Jenyfer,

Thank you for this...my dad and I watched this last night on News Center Maine. It seems pretty "difficult" to prove this, now that the taped telephone call took place between my dad and Electricity Maine. I realize he kept saying, "Yes" or "Yuh" on the recording, but I fully believe that companies/organizations need to ensure that elderly people can confirm things like this over the phone...maybe ask, "Sir/Ma'am, do you have a family member with Power of Attorney that we should speak with to confirm this?"...something like that. I also believe that taking a persons CMP bill is SO WRONG...but, I don't think there is anything I can do about this now. I still have not received a bill from either Electricity Maine or CMP, yet...thank you.

[REDACTED]

On Mon, Jun 25, 2018 at 1:14 PM, Carpenter, Jenyfer A <Jenyfer.A.Carpenter@maine.gov> wrote:

[REDACTED]

You may be interested in this article sounds similar to your concern. You may want to reach out to someone involved with this.

<https://www.pressherald.com/2018/06/23/door-to-door-scam-seeks-customers-for-electricity-maine-affidavit-says/>

Jenyfer Carpenter

Senior Consumer Assistance Specialist

Consumer Assistance and Safety Division

REDACTED

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: Carpenter, Jenyfer A
Sent: Wednesday, June 13, 2018 8:03 AM
To: [REDACTED]
Subject: RE: Electricity Maine LLC

[REDACTED]
Case: 2018-C-4185

I have older parents so I understand the challenge. I will continue the investigation of your case and will advise you of my decision.

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, June 13, 2018 6:26 AM
To: Carpenter, Jenyfer A <Jenyfer.A.Carpenter@maine.gov>
Subject: Re: Electricity Maine LLC

Well, I guess I need to have a conversation with my father when I get home from work today.

Please let me know your next steps in this process. Thank you Jenyfer.

[REDACTED]

On Tue, Jun 12, 2018 at 3:31 PM, Carpenter, Jenyfer A <Jenyfer.A.Carpenter@maine.gov> wrote:

[REDACTED]

Please listen to the conversation from Electricity Maine when they spoke to your father.

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

REDACTED

jennyfer.a.carpenter@maine.gov

Poetzsch, Kathy

From: Edwin Quinonez <equinonez@providerpower.com>
Sent: Monday, November 19, 2018 2:33 PM
To: Carpenter, Jenyfer A
Subject: [EXTERNAL SENDER] RE: 2018-C-4185 [REDACTED] Decision letter

Good Afternoon,

Please be aware that EM has submitted the cost analysis for [REDACTED] account and has determined that the refund amount is less than \$20.00. As such, instead of receiving the \$19.26 via a check, which typically takes 4-6 weeks, EM will be sending a \$25.00 Visa gift card that can be used anywhere Visa is accepted. [REDACTED] can expect to receive the gift card in the mail within 7- 10 business days.

Kind Regards,

Edwin Quinonez



Edwin Quinonez | Regulatory 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: Carpenter, Jenyfer A <Jenyfer.A.Carpenter@maine.gov>
Sent: Thursday, November 15, 2018 8:07 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-4185 [REDACTED] Decision letter

Please see attached decision letter for a complaint filed

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

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To: Carpenter, Jenyfer A
Subject: [EXTERNAL SENDER] RE: 2018-C-4185 [REDACTED] Decision letter

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Kind Regards,

Edwin Quinonez



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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: Carpenter, Jenyfer A <Jenyfer.A.Carpenter@maine.gov>
Sent: Thursday, November 15, 2018 8:07 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-4185 [REDACTED] Decision letter

Please see attached decision letter for a complaint filed

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

Casenumber	DocName	createdby	CreatedDate
2018-C-4185	2018-C-4185 [REDACTED].msg	Jenyfer.A.Carpenter	6/8/2018
2018-C-4185	2018-I-4185 [REDACTED].pdf	Jenyfer.A.Carpenter	6/11/2018
2018-C-4185	2018-C-4185 TPV [REDACTED] requested info.msg	Jenyfer.A.Carpenter	6/12/2018
2018-C-4185	2018-C-4185 [REDACTED] EM request.msg	Jenyfer.A.Carpenter	7/9/2018
2018-C-4185	2018-C-4185 [REDACTED] Sandra EM additional.msg	Jenyfer.A.Carpenter	7/10/2018
2018-C-4185	2018-C-4185 [REDACTED] Sandra EM additional.msg	Jenyfer.A.Carpenter	7/10/2018
2018-C-4185	RE 2018-C-4185 [REDACTED] more info.msg	Jenyfer.A.Carpenter	7/11/2018
2018-C-4185	RE 2018-C-4185 [REDACTED] salesman.msg	Jenyfer.A.Carpenter	7/11/2018
2018-C-4185	2018-c-4185 [REDACTED] cmp gift card.msg	Jenyfer.A.Carpenter	11/7/2018
2018-C-4185	2018-C-4185 [REDACTED] decision final.doc	Jenyfer.A.Carpenter	11/15/2018
2018-C-4185	2018-C-4185 [REDACTED] Decision letter.msg	Jenyfer.A.Carpenter	11/15/2018
2018-C-4185	2018-C-4185 Electricity Maine LLC.msg	Jenyfer.A.Carpenter	11/26/2018
2018-C-4185	2018-C-4185 [REDACTED] EM refund info.msg	Jenyfer.A.Carpenter	11/28/2018

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



Date :09-13-2018

Maine Public Utilities Commission**Cad Case No.2018-I-4555****-----CAD case Metadata-----**

Case Number:	2018-I-4555	Customer/Business Name:	[REDACTED]
Case Type:	Information Contact	Case SubType:	CEP Terms of Service
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	6/25/2018 12:59:31 PM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	Competitive Electricity Providers (CEPs)
Disposition Type:		Disposition Date:	6/25/2018 1:00:28 PM
Appealed:			
Abatement:	0	Violation:	No
Status:	Closed	Staff Assigned for Violation:	
IsBusiness:	No	Assigned Staff:	Pierce Sheila

No Notes is associated with this case

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

-Complainant's Information

Case Number :	2018-I-4555	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 :	Old Orchard Beach	Service State :	MAINE
Service Zip Code :	12345		

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?	Yes	Date of Contact :	05/01/2018

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 saw the article in paper today
-----------------------	---

re Electricity Maine and their fraudulent practices. She said this happened to her in January 2018. She did not notice it until May when she received her April bill. She called Electricity Maine at that time and told them she had never signed up for this and she didn't want it. They told her they would switch her back to standard offer but there was an early opt-out fee. She told them she would not pay an early opt-out fee and threatened to call MPUC. At that time they told her they would switch her back to standard offer at no cost. They told her it may take a couple billing cycles. She has only received one bill so far. If it still shows up on next bill, she will call CASD. She also contacted CMP in May to say she wanted standard offer.

Customer complaint :**What Customer wants MPUC to do?**

Nothing unless she calls back



Date :09-13-2018

Maine Public Utilities Commission**Cad Case No.2018-I-4686****-----CAD case Metadata-----**

Case Number:	2018-I-4686	Customer/Business Name:	[REDACTED]
Case Type:	Information Contact	Case SubType:	CEP Terms of Service
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	7/3/2018 1:38:27 PM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	Competitive Electricity Providers (CEPs)
Disposition Type:		Disposition Date:	8/21/2018 3:01:26 PM
Appealed:			
Abatement:	0	Violation:	No
Status:	Closed	Staff Assigned for Violation:	
IsBusiness:	No	Assigned Staff:	Carpenter Jenyfer

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

S.No.	Created_Date	Notes	Created_By
1.	8/21/2018 2:52:41 PM	Customer called and said bill is now more with EM than it was with Standard offer, they were going to call EM to get out of contract with no fee and also contact CMP, attempted to call to see what has taken place with EM and the number on account 2 [REDACTED] states the call can not go thru. Found a new phone number on CMP [REDACTED] and spoke to [REDACTED] and she said they took care of everything and is back on standard offer and has not been charged. She said they are now okay, asked if problem was resolved and she said yes will close case.	Jenyfer.A.Carpenter

CAD Case Details**-Complainant's Information**

Case Number : 2018-I-4686
 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 :	Is your mailing address is different than service address :	No
Service Address :	Service Address (Continued) :	
Service City : Waterville	Service State :	MAINE
Service Zip Code : 04901		

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] called and said she does not understand why her bill is so high she said

she pays 180.00 a month. Reviewing her bill it looks like she has changed to CEP Electricity Maine effective 6/5/2018. She has a large ending balance due for Standard offer. [REDACTED] then came on the phone and said that he feels he was taken advantage of because they told him he would save on his bill. He received the welcome package. I suggested he call Electricity Maine and if he wants to go back to Standard offer what his penalty will be. Also suggested he call CMP and see if they can look at the latest bill and see if a new plan can be worked out. He said he would.

Customer complaint :

What Customer wants MPUC to do?



Date :01-09-2019

Maine Public Utilities Commission**Cad Case No.2018-C-5258****-----CAD case Metadata-----**

Case Number:	2018-C-5258	Customer/Business Name:	[REDACTED]
Case Type:	Complaint	Case SubType:	CEP Terms of Service
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	7/30/2018 10:06:38 AM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	CEPs
Disposition Type:	UTILITY DID NOT PROVIDE ADEQUATE SERVICE	Disposition Date:	12/7/2018 3:06:16 PM
Appealed:		Violation:	
Abatement:	30	Staff Assigned for Violation:	
Status:	Closed	Assigned Staff:	Somers Elizabeth
IsBusiness:	No		

CAD Note Data

S.No.	Created_Date	Notes	Created_By
1.	11/1/2018 9:13:37 AM	RESOLVED: Both parties agree that the re-rating of the customer's account and not charging an etf resolves the complaint. Attached is my email to EM and to the customer confirming the complaint is closed.	Elizabeth.Somers
2.	10/31/2018 4:53:04 PM	Attach: email from EM agreeing that the complaint is resolved.	Elizabeth.Somers
3.	10/31/2018 4:23:41 PM	Attach: email to EM to inquire if they agree with the customer that rerating the account and not charging the ETF resolves the Complaint.	Elizabeth.Somers
4.	10/31/2018 4:15:45 PM	Attached is my response to [REDACTED] to inquire if she agrees that her complaint is resolved. She does.	Elizabeth.Somers
5.	10/29/2018 2:20:58 PM	Attached is the email from EM with the amounts and my query to [REDACTED] [REDACTED] about confirming resolution.	Elizabeth.Somers
6.	10/16/2018 3:15:39 PM	Attached is my email to EM regarding the decision	Elizabeth.Somers
7.	10/16/2018 3:15:04 PM	Attached is my email to [REDACTED] regarding the current status of her complaint as well as [REDACTED] (2018-C-5357)	Elizabeth.Somers
8.	10/16/2018 3:12:42 PM	Attached are my email to [REDACTED] 9-13) and her correspondence of 9-5	Elizabeth.Somers
9.	8/15/2018 12:00:25 PM	Attached: data received on 8-2 and 8-6 and an email from me on 8-3	Elizabeth.Somers
10.	7/30/2018 10:35:07 AM	Attach: email to [REDACTED]	Elizabeth.Somers
11.	7/30/2018 10:24:41 AM	Attach: email to EM for data	Elizabeth.Somers
12.	7/30/2018 10:09:11 AM	Attach: documentation from [REDACTED] regarding her enrollment in EM's rate.	Elizabeth.Somers

CAD Case Details**-Complainant's Information**

Case Number : 2018-C-5258
 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 : Skowhegan
 Service Zip Code : 04976

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 : 07/20/2018

Other Detail

Issues : CEP Terms of Service

Disposition Detail

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

Disposition Type : UTILITY DID NOT
 PROVIDE
 ADEQUATE
 SERVICE
 Comments :

Other Information

Abatement Amount(\$) : 30.45
 Customer is concerned that the
 amount billed to her by
 electricity maine was higher
 than she and her neighbor were
 led to believe.

What Customer wants MPUC to do?

Poetzsch, Kathy

From: Cottle, Susan
Sent: Friday, July 27, 2018 3:37 PM
To: Somers, Elizabeth
Subject: FW: Letter from [REDACTED] - 2018-C-0376
Attachments: Letter from [REDACTED].pdf

Beth—Correspondence please and thank you...and please note that I think this needs to be a new case, not a continuation of a previous one. That said, it is not clear to me whether there is a relationship between the two or not. Please do not hesitate to see me if you have any questions—this is appearing more complicated than it should be.

-S

From: Poetzsch, Kathy
Sent: Friday, July 27, 2018 12:27 PM
To: Cottle, Susan <susan.cottle@maine.gov>
Subject: Letter from [REDACTED] - 2018-C-0376

Susan, we received the attached letter from [REDACTED] about an Electricity Maine rep visiting her, and also her neighbor [REDACTED] about switching over to them as supplier. She sent in both her recent CMP bill and [REDACTED]. She feels they were lied to by Electricity Maine rep about them being cheaper.

The last case we had for her was # 2018-C-0376 (closed on 7-9-18 by Rolanda). I have added the letter to her case file. [REDACTED] also has a case, 2018-C-0377 (closed on 7-10-18 by Rolanda); but was not sure if her account info should be added to her case file?

Forwarding the original to you.

Kathy

RECEIVED

2018 JUL 27 A 9:00

7-24-18

MAINE PUBLIC
UTIL. COMM.

Maine Utilities Commissioner,

June 30, 2018, my neighbor and I were visited by a representative from Electricity Maine

I asked several questions and was assured, (new owners) (lower rates), etc.

In July 2018 I contacted Electricity Maine, after a couple questions I terminated mine and neighbors agreement.

We were both led to believe "being cheap".

Their bill [REDACTED] delivery charge is approx \$30 more than usual.

Mine is approx \$30 more.

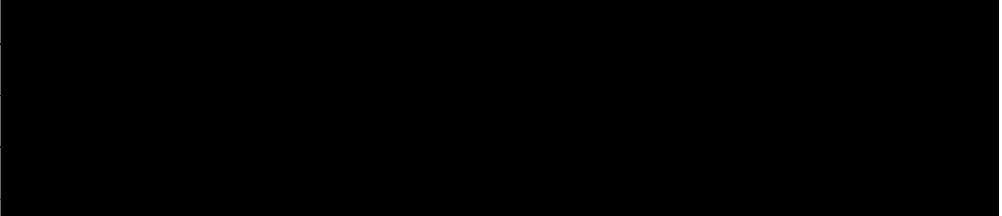
I called Electricity Maine and asked for the differences.

Was cold because accounts closed, nothing could be done.

Anyway you may help?

How is it allowed for a company to charge more?

Thanks



REDACTED**CENTRAL MAINE
POWER**

Manage your account online: cmpco.com
 Customer assistance line: 1.800.686.4044
 Outage reporting line: 1.800.696.1000

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

If you overlooked last month's bill, please give this bill your prompt attention. Make an immediate payment at cmpco.com/paytoday, or call 1.800.686.4044 to make a payment arrangement.

Sign up for eBill by August 3 and be entered to win 4 tickets to an upcoming Sea Dogs game. With eBill, get a reminder notification when your bill is due, view 36 months of bills online and export your eBill data to your own spreadsheet for future use. Get started today 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 \$72.48 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.

Account Number	Service Location	Amount Due	Date Due
[REDACTED]	[REDACTED]	\$503.10	08/16/2018
Invoice Number	SKOWHEGAN ME 04976		

Your Account Summary

Prior Balance	\$470.82
Payments received through 07/20/2018 - Thank you	-\$100.00
Balance Forward	\$370.82
Electricity Delivery Central Maine Power	+\$51.38
Electricity Supply ELECTRICITY MAINE LLC	+\$80.90

Please pay by 08/16/2018

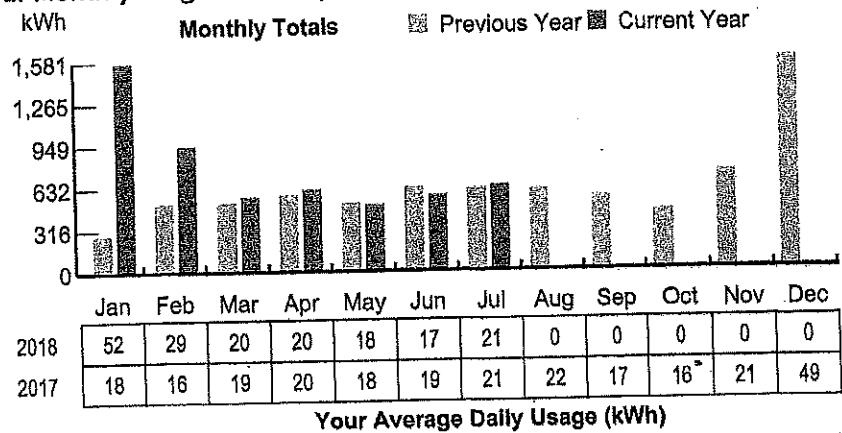
\$503.10

10048

866-573-2674

866-573-2674
866-573-2674
866-573-2674
866-573-2674

866-573-2674

Your Monthly Usage Summary Your next meter reading is on or about 08/17/2018

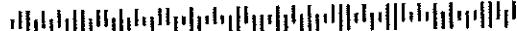
019491-12

1.6

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.

AV 01 019491 98409B 86 A**5DGT

[REDACTED]
SKOWHEGAN ME 04976 [REDACTED]



Central Maine Power
PO Box 847810
Boston, MA 02284-7810

Account Number
[REDACTED]
Date Due
08/16/2018
Amount Due
\$503.10
Amount Paid

100816180035012238669000050310

Please do not write below this line.

Your Central Maine Power Delivery Service Account Detail**Prior Balance for Central Maine Power Delivery**

Payments received - Thank you

\$218.26
-\$32.64
\$185.62

Balance Forward**Delivery Charges**

Delivery Charges: Residential (06/20/2018 - 06/30/2018)

Delivery Service:

Up to 18 KWH	+\$3.92
201 KWH	+\$14.11

Delivery Charges: Residential (07/01/2018 - 07/19/2018)

Up to 32 KWH	+\$6.97
386 KWH	+\$26.38
	\$31.38

Total Current Delivery Charges**Central Maine Power Account Balance****Your Meter Details**

Read Cycle 14

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
[REDACTED]	07/19/2018	49,561	06/19/2018	48,924	30	637

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 1.800.686.4044. 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 1.800.686.4044, 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 1.800.686.4044.

Payment Arrangements

If you have trouble paying your bill, a payment plan may help. Call 1.800.686.4044 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.)

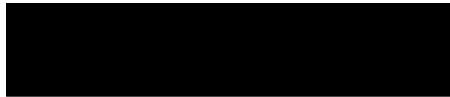
To complete your enrollment, please:
1. Include a VOIDED check with this pay stub.
2. Allow up to 30 days for processing.

Please do not write below this line.

REDACTED

Your Electricity Supply Account Detail

You have chosen Standard Offer Service



Prior Balance for Standard Offer electricity

\$252.56

-\$67.36

\$185.20

\$185.20

Payments received - Thank you.

Balance Forward

Standard Offer Service Account Balance

Messages About Your Electricity Supply

ElectricityMAINE

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] SKOWHEGAN ME 04976

Prior Balance for ELECTRICITY MAINE LLC		\$0.00
Payments received		\$0.00
Balance Forward		\$0.00
New Supply Charges		
Rate M1270 : (06/20/2018 - 07/19/2018)	637 KWH	@\$0.127000
Energy Charge		+\$80.90
Total New Supply Charges		\$80.90
ELECTRICITY MAINE LLC Account Balance		

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.

01949122



REDACTED

CENTRAL MAINE POWER

Manage your account online: cmpco.com
 Customer assistance line: 1.800.686.4044
 Outage reporting line: 1.800.696.1000

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

If you overlooked last month's bill, please give this bill your prompt attention. Make an immediate payment at cmpco.com/paytoday, or call 1.800.686.4044 to make a payment arrangement.

Sign up for eBill by August 3 and be entered to win 4 tickets to an upcoming Sea Dogs game. With eBill, get a reminder notification when your bill is due, view 36 months of bills online and export your eBill data to your own spreadsheet for future use. Get started today 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 \$446.19 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.

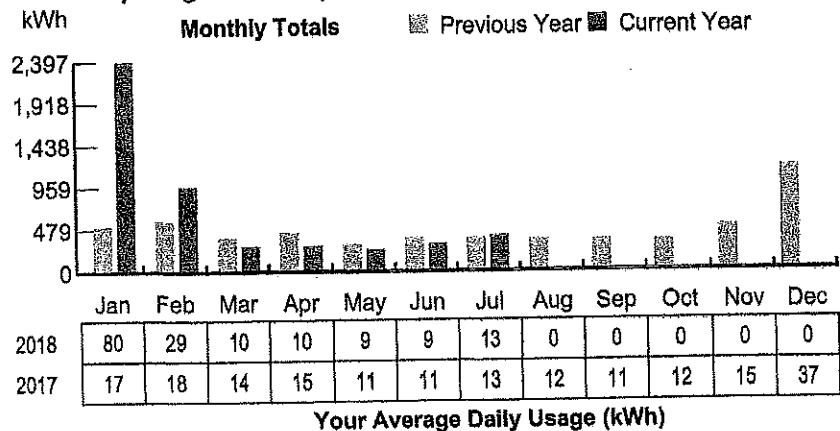
Account Number	Service Location	Amount Due	Date Due
[REDACTED]	[REDACTED]	\$438.48	08/16/2018
Invoice Number	SKOWHEGAN ME 04976		

Your Account Summary

Prior Balance	\$418.83
Payments received through 07/20/2018 - Thank you	-\$65.00
Balance Forward	\$353.83
Electricity Delivery Central Maine Power	+\$34.61
Electricity Supply ELECTRICITY MAINE LLC	+\$50.04
Please pay by 08/16/2018	\$438.48

Your Monthly Usage Summary

Your next meter reading is on or about 08/17/2018



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.

AV 01 019511 98409B 86 A**5DGT

SKOWHEGAN ME 04976

Account Number
[REDACTED]
Date Due
08/16/2018
Amount Due
\$438.48
Amount Paid

Please do not write below this line.

100816180035012244089000043848

Your Central Maine Power Delivery Service Account Detail

Prior Balance for Central Maine Power Delivery	\$182.95
Payments received	\$0.00
Balance Forward	\$182.95
Delivery Charges	
Delivery Charges: Residential (06/20/2018 - 06/30/2018)	
Delivery Service:	
Up to 18 KWH	+\$3.92
117 KWH	+\$8.21
Delivery Charges: Residential (07/01/2018 - 07/19/2018)	
Up to 32 KWH	+\$6.97
227 KWH	+\$15.51
Total Current Delivery Charges	\$34.61
Central Maine Power Account Balance	\$217.56

Your Meter Details

Read Cycle 14

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
	07/19/2018	38,539	06/19/2018	38,145	30	394

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 1.800.686.4044. 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 1.800.686.4044, 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 1.800.686.4044.

Payment Arrangements

If you have trouble paying your bill, a payment plan may help. Call 1.800.686.4044 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.

Your Electricity Supply Account Detail

ElectricityMAINE

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] SKOWHEGAN ME 04976

Prior Balance for ELECTRICITY MAINE LLC	\$0.00
Payments received	\$0.00
Balance Forward	\$0.00
New Supply Charges	
Rate M1270 : (06/20/2018 - 07/19/2018)	
394 KWH @\$0.127000	+\$50.04
Energy Charge	\$50.04
Total New Supply Charges	\$50.04
ELECTRICITY MAINE LLC Account Balance	

Messages About Your Electricity Supply

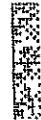
Your electricity supply is provided by ELECTRICITY MAINE LLC.

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.

0195112/2



Your Electricity Supply Account Detail

You have chosen Standard Offer Service

[REDACTED]
[REDACTED] SKOWHEGAN ME 04976

Prior Balance for Standard Offer electricity	\$235.
Payments received - Thank you	-\$65.
Balance Forward	\$170.
Standard Offer Service Account Balance	<u>\$170.</u>

Messages About Your Electricity Supply

Poetzsch, Kathy

From: Cottle, Susan
Sent: Friday, July 27, 2018 3:37 PM
To: Somers, Elizabeth
Subject: FW: Letter from [REDACTED] - 2018-C-0376
Attachments: Letter from [REDACTED].pdf

Beth—Correspondence please and thank you...and please note that I think this needs to be a new case, not a continuation of a previous one. That said, it is not clear to me whether there is a relationship between the two or not. Please do not hesitate to see me if you have any questions—this is appearing more complicated than it should be.

-S

From: Poetzsch, Kathy
Sent: Friday, July 27, 2018 12:27 PM
To: Cottle, Susan <susan.cottle@maine.gov>
Subject: Letter from [REDACTED] - 2018-C-0376

Susan, we received the attached letter from [REDACTED] about an Electricity Maine rep visiting her, and also her neighbor, [REDACTED] about switching over to them as supplier. She sent in both her recent CMP bill and [REDACTED]. She feels they were lied to by Electricity Maine rep about them being cheaper.

The last case we had for her was # 2018-C-0376 (closed on 7-9-18 by Rolanda). I have added the letter to her case file. [REDACTED] also has a case, 2018-C-0377 (closed on 7-10-18 by Rolanda); but was not sure if her account info should be added to her case file?

Forwarding the original to you.

Kathy

RECEIVED

2018 JUL 27 A 9:00

7-24-18

MAINE PUBLIC
UTIL. COMM.

Maine Utilities Commissioner,

June 30, 2018 my neighbor and I were visited by a representative from Electricity Maine

I asked several questions and was assured, (new owners) (lower rates), etc.

In July 2018 I contacted Electricity Maine; after a couple questions I terminated mine and neighbors agreement

We were both lied to about "being cheap".
Hers bill [REDACTED] delivery charge is approx #30 more than usual.

Mine is approx #30 more

I called Electricity Maine and asked for the differences.

was cold because accounts
closed, nothing could be done.

Anyway you may help?

How is it allowed for a
company to charge more?

Thanks

REDACTED**CENTRAL MAINE
POWER**

Manage your account online: cmpco.com
 Customer assistance line: 1.800.686.4044
 Outage reporting line: 1.800.696.1000

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

If you overlooked last month's bill, please give this bill your prompt attention. Make an immediate payment at cmpco.com/paytoday, or call 1.800.686.4044 to make a payment arrangement.

Sign up for eBill by August 3 and be entered to win 4 tickets to an upcoming Sea Dogs game. With eBill, get a reminder notification when your bill is due, view 36 months of bills online and export your eBill data to your own spreadsheet for future use. Get started today 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 \$72.48 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.

Account Number	Service Location	Amount Due	Date Due
[REDACTED]	[REDACTED]	\$503.10	08/16/2018
Invoice Number [REDACTED]	SKOWHEGAN ME 04976		

Your Account Summary

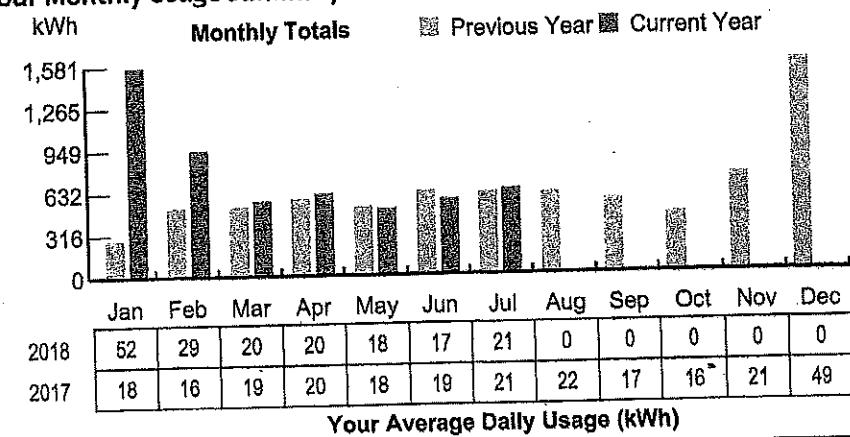
Prior Balance	\$470.82
Payments received through 07/20/2018 - Thank you	-\$100.00
Balance Forward	\$370.82
Electricity Delivery Central Maine Power	+\$51.38
Electricity Supply ELECTRICITY MAINE LLC	+\$80.90
Please pay by 08/16/2018	\$503.10

10048

866-573-2674

866-573-2674
132-28
132-28
132-28

866-573-2674

Your Monthly Usage Summary Your next meter reading is on or about 08/17/2018

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.

AV 01 019491 98409B 86 A**5DGT

SKOWHEGAN ME 04976



Central Maine Power
PO Box 847810
Boston, MA 02284-7810

Account Number
[REDACTED]
Date Due
08/16/2018
Amount Due
\$503.10
Amount Paid

Please do not write below this line.

100816180035012238669000050310

Your Central Maine Power Delivery Service Account Detail**Prior Balance for Central Maine Power Delivery**

Payments received - Thank you

Balance Forward**Delivery Charges**

Delivery Charges: Residential (06/20/2018 - 06/30/2018)

Delivery Service:

\$218.26
\$32.64
\$185.62

Up to 18 KWH	+\$3.92
201 KWH	+\$14.11
Up to 32 KWH	+\$6.97
386 KWH	+\$26.38
	\$51.38

Delivery Charges: Residential (07/01/2018 - 07/19/2018)

Total Current Delivery Charges**Central Maine Power Account Balance****Your Meter Details**

Read Cycle 14

Meter Number	Read Date	Meter Reading	Prior Read Date	Prior Meter Reading	Number of Days	Total kWh
	07/19/2018	49,561	06/19/2018	48,924	30	637

Customer Information for Your Delivery Service

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Maine sales tax does not apply to the first 750 kilowatt-hours (kWh) of residential usage.

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Estimated Bills

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Payment Arrangements

If you have trouble paying your bill, a payment plan may help. Call 1.800.686.4044 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.

REDACTED

Your Electricity Supply Account Detail

You have chosen Standard Offer Service

[REDACTED]
[REDACTED] SKOWHEGAN ME 04976

Prior Balance for Standard Offer electricity
Payments received - Thank you.
Balance Forward
Standard Offer Service Account Balance

\$252.56
-\$67.36
<u>\$185.20</u>
<u>\$185.20</u>

Messages About Your Electricity Supply

REDACTED

ElectricityMAINE

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] SKOWHEGAN ME 04976

Prior Balance for ELECTRICITY MAINE LLC		\$0.00
Payments received		\$0.00
Balance Forward		\$0.00
New Supply Charges		
Rate M1270 : (06/20/2018 - 07/19/2018)	637 KWH	@\$0.127000
Energy Charge		+\$80.90
Total New Supply Charges		\$80.90
ELECTRICITY MAINE LLC Account Balance		

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.

01949122



REDACTED

CENTRAL MAINE POWER

Manage your account online: cmpco.com
 Customer assistance line: 1.800.686.4044
 Outage reporting line: 1.800.696.1000

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

If you overlooked last month's bill, please give this bill your prompt attention. Make an immediate payment at cmpco.com/paytoday, or call 1.800.686.4044 to make a payment arrangement.

Sign up for eBill by August 3 and be entered to win 4 tickets to an upcoming Sea Dogs game. With eBill, get a reminder notification when your bill is due, view 36 months of bills online and export your eBill data to your own spreadsheet for future use. Get started today 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 \$446.19 in ELP benefits this program year, which has been applied to your account.

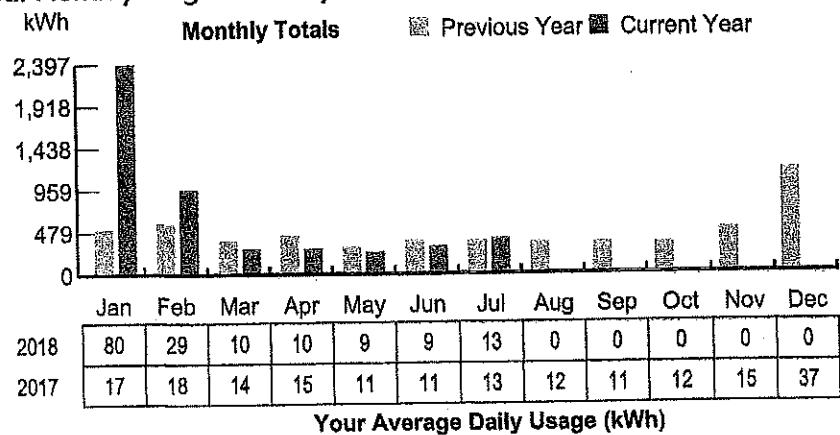
Powered by your smart meter, receive FREE Usage Alerts about your electricity use, an alert if your daily usage changes or exceeds a set amount of usage or cost and get tips to save. Visit cmpco.com to learn more.

Account Number	Service Location	Amount Due	Date Due
[REDACTED]	[REDACTED]	\$438.48	08/16/2018
Invoice Number	SKOWHEGAN ME 04976		

Your Account Summary

Prior Balance	\$418.83
Payments received through 07/20/2018 - Thank you	-\$65.00
Balance Forward	\$353.83
Electricity Delivery Central Maine Power	+\$34.61
Electricity Supply ELECTRICITY MAINE LLC	+\$50.04
Please pay by 08/16/2018	\$438.48

Your Monthly Usage Summary Your next meter reading is on or about 08/17/2018



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.

AV 01 019511 98409B 86 A**5DGT

SKOWHEGAN ME 04976 [REDACTED]

Account Number
[REDACTED]
Date Due
08/16/2018
Amount Due
\$438.48
Amount Paid

Please do not write below this line.

100816180035012244089000043848

Your Electricity Supply Account Detail

ElectricityMAINE

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] SKOWHEGAN ME 04976

Prior Balance for ELECTRICITY MAINE LLC		\$0.00
Payments received		\$0.00
Balance Forward		\$0.00
New Supply Charges		
Rate M1270 : (06/20/2018 - 07/19/2018)	394 KWH	@\$0.127000
Energy Charge		+\$50.04
Total New Supply Charges		\$50.04
ELECTRICITY MAINE LLC Account Balance		\$50.04

Messages About Your Electricity Supply

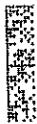
Your electricity supply is provided by ELECTRICITY MAINE LLC.

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.

01951122



Your Electricity Supply Account Detail

You have chosen Standard Offer Service

[REDACTED]
[REDACTED] SKOWHEGAN ME 04976

Prior Balance for Standard Offer electricity	\$235.
Payments received - Thank you	-\$65.
Balance Forward	\$170.
Standard Offer Service Account Balance	\$170.

Messages About Your Electricity Supply

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Monday, July 30, 2018 10:34 AM
To: [REDACTED]
Subject: Electricity Maine

Good Morning [REDACTED]

I tried reaching you by phone but was unable to get through. I have opened a complaint to request your information from Electricity Maine. You also submitted information for your neighbor, however, I am unable to open a complaint for her unless she contacts me to either confirm that she wants to proceed or authorizes you to act on her behalf.

I can be reached at the 800 number below or at my direct line of 287-4946.

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, August 03, 2018 8:26 AM
To: 'Cottle, Susan (Susan.Cottle@maine.gov)'
Cc: Davidson, Derek D.
Subject: FW: CASD Complaint # 2018-C-5258
Attachments: [REDACTED]TPV.mp3; [REDACTED]Welcome Letter.pdf

Good Morning,

I am bringing this to your attention because this is the second instance in my case load that I have seen EM enrolling a customer prior to sending the welcome packet.

I had a discussion with April Lusk yesterday (she's the new contact). It was in reference to a different case. I explained to her why I had requested that Sandra adjust the customer's bill and issue a refund for overpayment. It was essentially the same scenario. TPV, enroll the account and several days later issue the welcome packet.

I intend to follow up on our conversation in an email to memorialize the requirements of the rule as she was going to pass along the information to her supervisors.

Just wanted to make you aware.

Beth Somers

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Thursday, August 02, 2018 5:43 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Cc: Regulatory <regulatory@sparkenergy.com>
Subject: RE: CASD Complaint # 2018-C-5258

To Whom This May Concern:

This is Electricity Maine's ("EM") response to CAD Complaint Number 2018-C-5386.

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, Consumer Assistance and Safety Division ("CAD") alleging that she was misled at the time of sale.

Investigative Results:

- On 5/11/2018, [REDACTED] authorized the enrollment onto EM's 100% Green 12 plan, which offers a fixed rate of 12.70 cents/kWh along with a Monthly Service Fee of \$100.00. (*TPV Attached*)
- On 6/20/2018, EM's service became effective.
- On 6/21/2018, EM generated and mailed the Welcome Packet. (*Letter Attached*)
- On 6/26/2018, [REDACTED] contacted EM and requested to cancel her service.
 - EM submitted the cancellation request.
- On 7/19/2018, EM's service terminated.
- On 7/24/2018, [REDACTED] contacted EM and requested an adjustment on her recent charges. EM advised her that she was billed based on the rate that she had agreed to.

REDACTED

- On 7/30/2018, EM received CAD Complaint Number 2018-C-5386.

Outcome:

EM would like to apologize for any inconvenience that the customer may have experienced. Based on the TPV completed by [REDACTED], she agreed to the fixed rate of 12.70 cents/kWh. [REDACTED] was billed accordingly. Unfortunately, no adjustments are warranted on the account.

Lastly, to reconfirm, [REDACTED] account terminated with EM on 7/19/2018.

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

Kindest Regards,

Martha Lopez

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, July 30, 2018 9:23 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] CASD Complaint # 2018-C-5258

Good Morning Ms. Lusk,

We received a complaint from Maine constituent [REDACTED], [REDACTED], Skowhegan, ME 04976, CMP account number [REDACTED]. In her complaint, she stated that she was solicited by a representative from Electricity Maine on June 20, 2018, who indicated that EM would provide a lower rate than the Standard Offer. When she received the most recent bill, she found that this was not the case.

For this complaint, please provide the following information as soon as possible but not later than August 13, 2018:

- A copy of the TPV
- A copy of the welcome package that was mailed to the customer.
- The date the customer's account was 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

REDACTED



P.O. Box 421289
Houston, TX 77242

Welcome to the Family!

>000377 00560 005 P51121



Skowhegan, ME 04976



6/21/2018

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

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

PE.EM_WELCOME_03.01.17_English



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.



REDACTED



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.



REDACTED

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Thursday, August 02, 2018 5:43 PM
To: Somers, Elizabeth
Cc: Regulatory
Subject: RE: CASD Complaint # 2018-C-5258
Attachments: [REDACTED]TPV.mp3; [REDACTED]Welcome Letter.pdf

To Whom This May Concern:

This is Electricity Maine's ("EM") response to CAD Complaint Number 2018-C-5386.

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, Consumer Assistance and Safety Division ("CAD") alleging that she was misled at the time of sale.

Investigative Results:

- On 5/11/2018, Ms [REDACTED] authorized the enrollment onto EM's 100% Green 12 plan, which offers a fixed rate of 12.70 cents/kWh along with a Monthly Service Fee of \$100.00. (*TPV Attached*)
- On 6/20/2018, EM's service became effective.
- On 6/21/2018, EM generated and mailed the Welcome Packet. (*Letter Attached*)
- On 6/26/2018, [REDACTED] contacted EM and requested to cancel her service.
 - EM submitted the cancellation request.
- On 7/19/2018, EM's service terminated.
- On 7/24/2018, [REDACTED] contacted EM and requested an adjustment on her recent charges. EM advised her that she was billed based on the rate that she had agreed to.
- On 7/30/2018, EM received CAD Complaint Number 2018-C-5386.

Outcome:

EM would like to apologize for any inconvenience that the customer may have experienced. Based on the TPV completed by [REDACTED], she agreed to the fixed rate of 12.70 cents/kWh. [REDACTED] was billed accordingly. Unfortunately, no adjustments are warranted on the account.

Lastly, to reconfirm, [REDACTED] account terminated with EM on 7/19/2018.

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

Kindest Regards,

Martha Lopez

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, July 30, 2018 9:23 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] CASD Complaint # 2018-C-5258

Good Morning Ms. Lusk,

REDACTED

We received a complaint from Maine constituent [REDACTED] [REDACTED], Skowhegan, ME 04976, CMP account number [REDACTED]. In her complaint, she stated that she was solicited by a representative from Electricity Maine on June 20, 2018, who indicated that EM would provide a lower rate than the Standard Offer. When she received the most recent bill, she found that this was not the case.

For this complaint, please provide the following information as soon as possible but not later than August 13, 2018:

- A copy of the TPV
- A copy of the welcome package that was mailed to the customer.
- The date the customer's account was 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

REDACTED



P.O. Box 421289
Houston, TX 77242

Welcome to the Family!

>000377 00560 005 P51121



Skowhegan, ME 04976



6/21/2018

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

Plan

100% Green 12D2D

Rate

12.70 Cents/KWH

Term

12 Months

Monthly Fee

\$0

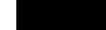
Early Termination Fee

\$100.00

Service Type

Electric

Service Address



Utility

Central Maine Power

PE_EM_WELCOME_03.01.17_English



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.



REDACTED



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.

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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."

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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.

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: Martha Lopez <martha.lopez@providerpower.com>
Sent: Monday, August 06, 2018 2:55 PM
To: Somers, Elizabeth
Cc: Regulatory
Subject: RE: CASD Complaint # 2018-C-5258
Attachments: [REDACTED] TPV.mp3

Good afternoon Elizabeth,

Attached is the TPV as requested. Please advise, if you are still unable to open it.

Kind regards,
Martha Lopez



Martha Lopez | Consumer Affairs
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

martha.lopez@providerpower.com | <https://www.providerpower.com>

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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Friday, August 03, 2018 7:27 AM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Cc: Regulatory <regulatory@sparkenergy.com>
Subject: [EXTERNAL] RE: CASD Complaint # 2018-C-5258

Good Morning,

Could you please send a new copy of the TPV? I am unable to open this as there is an error message.

Thank you.

Beth Somers

From: Customer Concerns [<mailto:customerconcerns@sparkenergy.com>]
Sent: Thursday, August 02, 2018 5:43 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Cc: Regulatory <regulatory@sparkenergy.com>
Subject: RE: CASD Complaint # 2018-C-5258

To Whom This May Concern:

This is Electricity Maine's ("EM") response to CAD Complaint Number 2018-C-5386.

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, Consumer Assistance and Safety Division ("CAD") alleging that she was misled at the time of sale.

Investigative Results:

- On 5/11/2018, [REDACTED] authorized the enrollment onto EM's 100% Green 12 plan, which offers a fixed rate of 12.70 cents/kWh along with a Monthly Service Fee of \$100.00. (*TPV Attached*)
- On 6/20/2018, EM's service became effective.
- On 6/21/2018, EM generated and mailed the Welcome Packet. (*Letter Attached*)
- On 6/26/2018, [REDACTED] contacted EM and requested to cancel her service.
 - EM submitted the cancellation request.
- On 7/19/2018, EM's service terminated.
- On 7/24/2018, [REDACTED] contacted EM and requested an adjustment on her recent charges. EM advised her that she was billed based on the rate that she had agreed to.
- On 7/30/2018, EM received CAD Complaint Number 2018-C-5386.

Outcome:

EM would like to apologize for any inconvenience that the customer may have experienced. Based on the TPV completed by [REDACTED], she agreed to the fixed rate of 12.70 cents/kWh. [REDACTED] was billed accordingly. Unfortunately, no adjustments are warranted on the account.

Lastly, to reconfirm, [REDACTED] account terminated with EM on 7/19/2018.

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

Kindest Regards,

Martha Lopez

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, July 30, 2018 9:23 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] CASD Complaint # 2018-C-5258

Good Morning Ms. Lusk,

We received a complaint from Maine constituent [REDACTED], [REDACTED] Skowhegan, ME 04976, CMP account number [REDACTED]. In her complaint, she stated that she was solicited by a representative from Electricity Maine on June 20, 2018, who indicated that EM would provide a lower rate than the Standard Offer. When she received the most recent bill, she found that this was not the case.

For this complaint, please provide the following information as soon as possible but not later than August 13, 2018:

- A copy of the TPV
- A copy of the welcome package that was mailed to the customer.
- The date the customer's account was enrolled.

REDACTED

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

RECEIVED

2018 SEP -5 A 9:06

MAINE PUBLIC
UTIL. COMM.

8/22/18

Utilities Commissioner

My neighbor [REDACTED]
and I [REDACTED]
signed a contract with
Electricity Maine. We were
guaranteed by representative to
have lower rates. (6-2018)

First bill [REDACTED] carrier
charge \$20 more. Mine was
\$30 more.

June 30, 2018 I cancelled
both contracts.

You we are being billed
\$100.00 each for early termination
on contract.

I called Electricity Maine
8/20/18 and informed them
that they breached contract by
telling representatives ob lie
about cost per kw.

Please can you help solve
this? Sincerely

REDACTED



P.O. Box 421289
Houston, TX 77242

www.electricityme.com

August 17, 2018

8/21/18
11:50

[REDACTED]
Skowhegan, ME 04976-4144

Account Number: [REDACTED]

Dear Customer,

We received notice from the utility that you may have chosen a different electricity supplier.

We wanted to make you aware that a \$100.00 Early Termination fee has been assessed to your account because you have left Electricity Maine before the end of your contract.

The great news is we are able to waive the \$100.00 fee for customers that re-enroll on a new fixed rate.

To AVOID the \$100.00 fee by re-enrolling or to pay the fee please call: 1-888-312-2149

Sincerely,
Customer Account Representative
Electricity Maine



Please include this slip along with your payment to:

Electricity Maine
PO Box 4785 MSC#900
Houston, TX 77210-4785

Early Termination Fee Payment

Account: CMP [REDACTED]

Payment Amount: _____

REDACTED



P.O. Box 421289
Houston, TX 77242

www.electricityme.com

August 17, 2018

[REDACTED]
Skowhegan, ME 04976-4144

Account Number: [REDACTED]

Dear Customer,

We received notice from the utility that you may have chosen a different electricity supplier.

We wanted to make you aware that a \$100.00 Early Termination fee has been assessed to your account because you have left Electricity Maine before the end of your contract.

The great news is we are able to waive the \$100.00 fee for customers that re-enroll on a new fixed rate.

To AVOID the \$100.00 fee by re-enrolling or to pay the fee please call: 1-888-312-2149

Sincerely,
Customer Account Representative
Electricity Maine

8

Please include this slip along with your payment to:

Early Termination Fee Payment

Account: CMP [REDACTED]

Payment Amount: \$ _____

Electricity Maine
PO Box 4785 MSC#900
Houston, TX 77210-4785

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Thursday, September 13, 2018 4:36 PM
To: [REDACTED]
Subject: Electricity Maine

Good Afternoon [REDACTED]

I received your second correspondence.

Please note that I have received materials from Electricity Maine for both your account and [REDACTED] I will be out of the office tomorrow but will plan to contact you next week.

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 16, 2018 3:02 PM
To: [REDACTED]
Subject: Electricity Maine Complaints

Good Afternoon [REDACTED]

I wanted to let you know that I will be issuing a decision finding that you and [REDACTED] were improperly enrolled by Electricity Maine. Because of this, they may not charge the \$100.00 Early Termination fee and they must re-rate the bills for when you were charged EM's rate, back to the Standard Offer rate.

I have asked them to provide the amount that you will either owe or be refunded by Tuesday, October 23rd.

When I receive the information, I will be issuing formal decision letters. Please don't hesitate to be in touch with me if you have any questions.

Regards,

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 16, 2018 3:06 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: FW: CASD Complaint 2018-C-5258 Account number [REDACTED]

Please correct your record to reflect the complaint number as 2018-C-5258. I inadvertently typed the incorrect number.

Thank you,

Beth Somers

From: Somers, Elizabeth
Sent: Tuesday, October 16, 2018 2:41 PM
To: 'consumeraffairs@sparkenergy.com' <consumeraffairs@sparkenergy.com>
Subject: CASD Complaint 2018-C-5386 Account number [REDACTED]

Good Afternoon,

I will be issuing a decision pertaining to [REDACTED] complaint, that EM improperly enrolled this customer and require that Electricity re-rate the customer's account to reflect the cost of the Standard Offer in effect when the customer was enrolled. I will require this information by Tuesday, October 23, 2018, to include the calculation and the amount due to the customer or owed to EM. Furthermore, EM may not charge an ETF.

The reasons for this decision are: Chapter 305 requires that a CEP provide a customer with the terms of service within 7 calendar days of agreeing to provide service; and the rule prohibits a provider from enrolling a customer prior to the customer receiving the terms of service and the expiration of the customer's statutory right of rescission.

If you have any questions, please don't hesitate to email or call me at 207-287-4946.

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: Friday, October 26, 2018 1:08 PM
To: Somers, Elizabeth
Subject: RE: [EXTERNAL SENDER] RE: CASD Complaint 2018-C-5258 Account number [REDACTED]
Attachments: [REDACTED] Re-rate.PNG; [REDACTED] refund.PNG

Good afternoon,

Attached you will find the re-rate calculation attachments that [REDACTED] can expect to receive within the next 14 -21 business days via US mail. She will receive a refund in the amount of \$30.45.

Best regards,

April Lusk

From: April Lusk
Sent: Thursday, October 18, 2018 8:15 AM
To: 'Somers, Elizabeth' <Elizabeth.Somers@maine.gov>
Subject: RE: [EXTERNAL SENDER] RE: CASD Complaint 2018-C-5258 Account number [REDACTED]

Good morning,

Yes, I certainly will.



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, October 18, 2018 8:15 AM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: CASD Complaint 2018-C-5258 Account number [REDACTED]

Thank you,

REDACTED

Could you please provide the amount when this is complete?

Beth Somers

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Wednesday, October 17, 2018 5:13 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] RE: CASD Complaint 2018-C-5258 Account number [REDACTED]

Good afternoon,

Please be advised that the re-rate request has been submitted for the service period of 6/20/218 (*inception date*)-7/18/2018 (*termination date*). As such, once the calculations have been completed [REDACTED] will be refunded accordingly. Please let me know if you have any additional concerns.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Tuesday, October 16, 2018 2:06 PM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] FW: CASD Complaint 2018-C-5258 Account number [REDACTED]

Please correct your record to reflect the complaint number as 2018-C-5258. I inadvertently typed the incorrect number.

Thank you,

Beth Somers

From: Somers, Elizabeth
Sent: Tuesday, October 16, 2018 2:41 PM
To: 'consumeraffairs@sparkenergy.com' <consumeraffairs@sparkenergy.com>
Subject: CASD Complaint 2018-C-5386 Account number [REDACTED]

Good Afternoon,

I will be issuing a decision pertaining to [REDACTED] complaint, that EM improperly enrolled this customer and require that Electricity re-rate the customer's account to reflect the cost of the Standard Offer in effect when the customer was enrolled. I will require this information by Tuesday, October 23, 2018, to include the calculation and the amount due to the customer or owed to EM. Furthermore, EM may not charge an ETF.

The reasons for this decision are: Chapter 305 requires that a CEP provide a customer with the terms of service within 7 calendar days of agreeing to provide service; and the rule prohibits a provider from enrolling a customer prior to the customer receiving the terms of service and the expiration of the customer's statutory right of rescission.

If you have any questions, please don't hesitate to email or call me at 207-287-4946.

Thank you,

Beth Somers

REDACTED

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

REDACTED

Energy Charge	MSF	Tax	Total invoice	Variance
\$50.45		\$0.00	\$50.45	-\$30.45
\$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

REDACTED

Utility	Service Period	Usage	Total invoice	Rerate	Correct rate	Tax rate	Energy Charge
CMP	6/20/2018 - 7/18/2018	637.00	\$80,9000	>>>	\$0.0792		\$50.45

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Monday, October 29, 2018 2:18 PM
To: [REDACTED]
Subject: RE: [EXTERNAL SENDER] Re: Electricity Maine Complaints

Good Afternoon [REDACTED],

Electricity Maine has provided the information regarding re-rating your account and will be mailing a check for \$30.45. This reflects the difference between what you would have paid on the standard offer and what you paid at the rate that you were billed by EM.

Would you agree that this resolves your complaint?

With regard to [REDACTED] account, I do not yet have the calculations but will let you know when I receive them.

Thank you,

Beth Somers

From: [REDACTED]
Sent: Tuesday, October 16, 2018 8:14 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] Re: Electricity Maine Complaints

Thanks so much. It has wade heavy on our minds. To think that either of us would sign any contract where we would pay more is unbelievable.

Sent from Yahoo Mail on Android

On Tue, Oct 16, 2018 at 3:02 PM, Somers, Elizabeth <Elizabeth.Somers@maine.gov> wrote:

Good Afternoon [REDACTED]

I wanted to let you know that I will be issuing a decision finding that you and [REDACTED] were improperly enrolled by Electricity Maine. Because of this, they may not charge the \$100.00 Early Termination fee and they must re-rate the bills for when you were charged EM's rate, back to the Standard Offer rate.

I have asked them to provide the amount that you will either owe or be refunded by Tuesday, October 23rd.

When I receive the information, I will be issuing formal decision letters. Please don't hesitate to be in touch with me if you have any questions.

Regards,

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: [REDACTED]
Sent: Tuesday, October 30, 2018 12:48 PM
To: Somers, Elizabeth
Subject: RE: [EXTERNAL SENDER] Re: Electricity Maine Complaints

Ok, sorry. Just read about [REDACTED]
Sent from Yahoo Mail on Android

On Tue, Oct 30, 2018 at 12:47 PM, [REDACTED]
[REDACTED] wrote:

Acceptable

Sent from Yahoo Mail on Android

On Mon, Oct 29, 2018 at 2:18 PM, Somers, Elizabeth
<Elizabeth.Somers@maine.gov> wrote:

Good Afternoon [REDACTED]

Electricity Maine has provided the information regarding re-rating your account and will be mailing a check for \$30.45. This reflects the difference between what you would have paid on the standard offer and what you paid at the rate that you were billed by EM.

Would you agree that this resolves your complaint?

With regard to [REDACTED] account, I do not yet have the calculations but will let you know when I receive them.

Thank you,

Beth Somers

From: [REDACTED]
Sent: Tuesday, October 16, 2018 8:14 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] Re: Electricity Maine Complaints

Thanks so much. It has wade heavy on our minds. To think that either of us would sign any contract where we would pay more is unbelievable.

Sent from Yahoo Mail on Android

On Tue, Oct 16, 2018 at 3:02 PM, Somers, Elizabeth

<Elizabeth.Somers@maine.gov> wrote:

Good Afternoon [REDACTED]

I wanted to let you know that I will be issuing a decision finding that you and [REDACTED] were improperly enrolled by Electricity Maine. Because of this, they may not charge the \$100.00 Early Termination fee and they must re-rate the bills for when you were charged EM's rate, back to the Standard Offer rate.

I have asked them to provide the amount that you will either owe or be refunded by Tuesday, October 23rd.

When I receive the information, I will be issuing formal decision letters. Please don't hesitate to be in touch with me if you have any questions.

Regards,

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, October 31, 2018 4:22 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: CASD case # 2018-C-5258

Good Afternoon Ms. Lusk,

[REDACTED] agreed that the re-rating of her account and not being charged an early termination fee resolves her complaint. If EM agrees that this issue is resolved, I will close this complaint as resolved.

Please let me know.

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, October 31, 2018 4:40 PM
To: Somers, Elizabeth
Subject: [EXTERNAL SENDER] RE: CASD case # 2018-C-5258

Good afternoon,

Yes, we agree that the issue is resolved.

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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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, October 31, 2018 3:22 PM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] CASD case # 2018-C-5258

Good Afternoon Ms. Lusk,

[REDACTED] agreed that the re-rating of her account and not being charged an early termination fee resolves her complaint. If EM agrees that this issue is resolved, I will close this complaint as resolved.

Please let me know.

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

REDACTED

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Thursday, November 01, 2018 9:07 AM
To: 'April Lusk'
Subject: RE: [EXTERNAL SENDER] RE: CASD case # 2018-C-5258

Thank you.

Since both you and the consumer agree that this is a satisfactory resolution, I will close the complaint.

Beth Somers

From: April Lusk [mailto:alusk@providerpower.com]
Sent: Wednesday, October 31, 2018 4:40 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] RE: CASD case # 2018-C-5258

Good afternoon,

Yes, we agree that the issue is resolved.

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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From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Wednesday, October 31, 2018 3:22 PM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] CASD case # 2018-C-5258

Good Afternoon Ms. Lusk,

[REDACTED] agreed that the re-rating of her account and not being charged an early termination fee resolves her complaint. If EM agrees that this issue is resolved, I will close this complaint as resolved.

REDACTED

Please let me know.

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

Casenumber	DocName	createdby	CreatedDate
2018-C-5258	FW Letter from [REDACTED] - 2018-C-0376.msg	Elizabeth.Somers	7/30/2018
2018-C-5258	FW Letter from [REDACTED] - 2018-C-0376.msg	Elizabeth.Somers	7/30/2018
2018-C-5258	Electricity Maine.msg	Elizabeth.Somers	7/30/2018
2018-C-5258	FW CASD Complaint # 2018-C-5258.msg	Elizabeth.Somers	8/15/2018
2018-C-5258	RE CASD Complaint # 2018-C-5258 - 1.msg	Elizabeth.Somers	8/15/2018
2018-C-5258	RE CASD Complaint # 2018-C-5258.msg	Elizabeth.Somers	8/15/2018
2018-C-5258	20181016151428882.pdf	Elizabeth.Somers	10/16/2018
2018-C-5258	Electricity Maine 9-13.msg	Elizabeth.Somers	10/16/2018
2018-C-5258	Electricity Maine Complaints.msg	Elizabeth.Somers	10/16/2018
2018-C-5258	FW CASD Complaint 2018-C-5258 Account number [REDACTED].msg	Elizabeth.Somers	10/16/2018
2018-C-5258	RE EXTERNAL SENDER RE CASD Complaint 2018-C-5258 Account number [REDACTED].msg	Elizabeth.Somers	10/29/2018
2018-C-5258	RE EXTERNAL SENDER Re Electricity Maine Complaints.msg	Elizabeth.Somers	10/29/2018
2018-C-5258	Resolutions.msg	Elizabeth.Somers	10/31/2018
2018-C-5258	CASD case # 2018-C-5258.msg	Elizabeth.Somers	10/31/2018
2018-C-5258	EXTERNAL SENDER RE CASD case # 2018-C-5258.msg	Elizabeth.Somers	10/31/2018
2018-C-5258	RE EXTERNAL SENDER RE CASD case # 2018-C-5258.msg	Elizabeth.Somers	11/1/2018

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



Date :01-09-2019

Maine Public Utilities Commission**Cad Case No.2018-C-5357****-----CAD case Metadata-----**

Case Number:	2018-C-5357	Customer/Business Name:	[REDACTED]
Case Type:	Complaint	Case SubType:	CEP Terms of Service
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	8/1/2018 4:44:25 PM
Utility/Industry	Electric	Utility/Industry Subtype:	CEPs
Type:			
Disposition Type:	UTILITY DID NOT PROVIDE ADEQUATE SERVICE	Disposition Date:	12/10/2018 8:48:12 AM
Appealed:		Violation:	
Abatement:	18	Staff Assigned for	
Status:	Closed	Violation:	
IsBusiness:	No	Assigned Staff:	Somers Elizabeth

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

S.No.	Created_Date	Notes	Created_By
1.	12/10/2018 8:46:28 AM	Resolved: [REDACTED] confirmed that [REDACTED] agrees this complaint is resolved because EM confirmed that she won't be subject to an early termination fee and provided a refund for the difference between EM's rate and the SO.	Elizabeth.Somers
2.	12/10/2018 8:42:56 AM	Attach: email to EM closing the complaint.	Elizabeth.Somers
3.	12/10/2018 8:38:43 AM	Attached is [REDACTED] confirmation that [REDACTED] and she agree that this is resolved.	Elizabeth.Somers
4.	12/7/2018 3:17:10 PM	Attached is the email to [REDACTED] regarding the amount to be due to [REDACTED]	Elizabeth.Somers
5.	12/7/2018 3:12:46 PM	Attached is the calculation for [REDACTED], provided on 12-3	Elizabeth.Somers
6.	12/3/2018 8:53:26 AM	Attach: email to EM requesting updated information on [REDACTED] rate calculation.	Elizabeth.Somers
7.	10/29/2018 2:13:16 PM	Attach: email from EM	Elizabeth.Somers
8.	10/16/2018 3:25:17 PM	Attached is my email today to Electricity Maine regarding my decision and email to [REDACTED] regarding the decision.	Elizabeth.Somers
9.	10/16/2018 3:21:32 PM	Attached is a correspondence from [REDACTED], who is authorized on [REDACTED] account and my response to her. Both from September.	Elizabeth.Somers
10.	8/15/2018 12:20:32 PM	I was able to confirm that [REDACTED] is an authorized party for [REDACTED]	Elizabeth.Somers
11.	8/14/2018 12:21:51 PM	Attach: Data	Elizabeth.Somers
12.	8/1/2018 4:48:10 PM	Attach: data request	Elizabeth.Somers

CAD Case Details**-Complainant's Information**

Case Number : 2018-C-5357 Complainant's First Name : [REDACTED]
Complainant's Middle Name : [REDACTED] Complainant's Last Name : [REDACTED]
Complainant's Suffix : [REDACTED] Complainant's Telephone : [REDACTED]
Complainant's Email Address : [REDACTED]
Complainant's Telephone Number (Secondary) : [REDACTED]

Service Information

Service Name : [REDACTED] Is your mailing address is different than service address : No
Service Address : [REDACTED] Service Address(Continued) : [REDACTED]
Service City : Skowhegan Service State : MAINE
Service Zip Code : 04976

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? No Date of Contact :

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(\$) : 18.33
Customer complaint : Provided information that they were told the rates would be lower when they signed up for EM.

What Customer wants MPUC to do?

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Wednesday, August 01, 2018 4:46 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: 2018-C-5357

Good Afternoon Ms. Lusk,

We received a complaint from Maine constituent [REDACTED] Skowhegan, ME 04976, CMP account number [REDACTED]. In her complaint, she stated that she was solicited by a representative from Electricity Maine on June 20, 2018, who indicated that EM would provide a lower rate than the Standard Offer. When she received the most recent bill, she found that this was not the case.

For this complaint, please provide the following information as soon as possible but not later than August 15, 2018:

- A copy of the TPV
- A copy of the welcome package that was mailed to the customer.
- The date the customer's account was 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: Tuesday, August 14, 2018 11:52 AM
To: Somers, Elizabeth
Subject: RE: 2018-C-5357
Attachments: [REDACTED] TPV.WAV; [REDACTED] Welcome Letter.pdf

To Whom This May Concern:

This is Provider Power, LLC's ("Provider") response to MPUC Complaint No.2018-C-5357.

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

[REDACTED] filed a complaint because she states she was solicited by a representative from Electricity Maine on June 20, 2018 who stated the rate would be lower. [REDACTED] states the billing is not lower.

Investigative Results:

- 5/11/2018, [REDACTED] authorized the electric enrollment to Spark onto the 100% Green 12 month plan with a sales agent from Master Vendor. This plan offers the rate of 0.1270 cents/kWh with a \$0 Monthly Service Fee and a \$100 Early Termination Fee. ("ETF")
- On 6/20/2018, the electric service became active with Provider.
- On 6/21/2018, Provider sent the Welcome Letter. (*Letter Attached*)
- On 6/26/2018, [REDACTED] contacted Provider stated she is authorized to speak on the account and that she enrolled herself and [REDACTED] through a door to Door agent but is requesting to cancel the enrollment due to the rate. The Provider agent submitted the cancellation request.
- On 7/19/2018, the electric service terminated with Provider.
- On 8/1/2018, Provider received MPUC Complaint No. 2018-C-5357.

Outcome:

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

We'd like to confirm that per the attached TPV [REDACTED] authorized the electric enrollment to Provider on 5/11/2018 without any objections from the customer. Additionally, Provider sent the attached Welcome letter on 6/21/2018 which outlined the terms and conditions as well as the rate per kWh. For these reasons we have deemed the enrollment as valid with no credits or adjustments warranted.

Lastly, please be advised the electric service terminated with Spark on 7/19/2018 with the date solely determined by the utility.

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: Wednesday, August 01, 2018 3:46 PM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-5357

Good Afternoon Ms. Lusk,

We received a complaint from Maine constituent [REDACTED], [REDACTED], Skowhegan, ME 04976, CMP account number [REDACTED]. In her complaint, she stated that she was solicited by a representative from Electricity Maine on June 20, 2018, who indicated that EM would provide a lower rate than the Standard Offer. When she received the most recent bill, she found that this was not the case.

For this complaint, please provide the following information as soon as possible but not later than August 15, 2018:

- A copy of the TPV
- A copy of the welcome package that was mailed to the customer.
- The date the customer's account was 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



P.O. Box 421289
Houston, TX 77242

Welcome to the Family!

>000387 00560 005 P51121



Skowhegan, ME 04976



6/21/2018

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

PE.EM_WELCOME_03.01.17_English



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.



REDACTED



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.



RECEIVED

2018 SEP -5 A 9:06

MAINE PUBLIC
UTIL. COMM.

8/22/18

Utilities Commissioner

My neighbor [REDACTED]
and I [REDACTED]
signed a contract with
Electricity Maine. We were
guaranteed by representative to
have lower rates. (6-2018)

First bill [REDACTED] carrier
charge \$20 more. Mine was
\$30 more.

June 26, 2018 I cancelled
both contracts.

You are are being billed
\$100.00 each for early termination
on contract.

I called Electricity Maine
8/30/18 and informed them
that they breached contract by
claiming representatives do lie
about cost per kw.

Please can you help solve
this. Sincerely

REDACTED



P.O. Box 421289
Houston, TX 77242

www.electricityme.com

August 17, 2018

8/21/18
11:50

[REDACTED]
Skowhegan, ME 04976-4144

Account Number: [REDACTED]

Dear Customer,

We received notice from the utility that you may have chosen a different electricity supplier.

We wanted to make you aware that a \$100.00 Early Termination fee has been assessed to your account because you have left Electricity Maine before the end of your contract.

The great news is we are able to waive the \$100.00 fee for customers that re-enroll on a new fixed rate.

To AVOID the \$100.00 fee by re-enrolling or to pay the fee please call: 1-888-312-2149

Sincerely,
Customer Account Representative
Electricity Maine



Please include this slip along with your payment to:

Electricity Maine
PO Box 4785 MSC#900
Houston, TX 77210-4785

Early Termination Fee Payment

Account: CMP [REDACTED]

Payment Amount: \$ _____

REDACTED



P.O. Box 421289
Houston, TX 77242

www.electricityme.com

August 17, 2018

[REDACTED]
Skowhegan, ME 04976-4144

Account Number: [REDACTED]

Dear Customer,

We received notice from the utility that you may have chosen a different electricity supplier.

We wanted to make you aware that a \$100.00 Early Termination fee has been assessed to your account because you have left Electricity Maine before the end of your contract.

The great news is we are able to waive the \$100.00 fee for customers that re-enroll on a new fixed rate.

To AVOID the \$100.00 fee by re-enrolling or to pay the fee please call: 1-888-312-2149

Sincerely,
Customer Account Representative
Electricity Maine



Please include this slip along with your payment to:

Early Termination Fee Payment

Electricity Maine
PO Box 4785 MSC#900
Houston, TX 77210-4785

Account: CMP [REDACTED]

Payment Amount: \$ _____

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Thursday, September 13, 2018 4:36 PM
To: [REDACTED]
Subject: Electricity Maine

Good Afternoon [REDACTED]

I received your second correspondence.

Please note that I have received materials from Electricity Maine for both your account and [REDACTED] I will be out of the office tomorrow but will plan to contact you next week.

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 16, 2018 2:50 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: CASD Case # 2018-C-5357 Account number [REDACTED]

Good Afternoon,

I will be issuing a decision pertaining to [REDACTED] complaint, that EM improperly enrolled this customer and require that Electricity Maine re-rate the customer's account to reflect the cost of the Standard Offer in effect when the customer was enrolled. I will require this information by Tuesday, October 23, 2018, to include the calculation and the amount due to the customer or owed to EM. Furthermore, EM may not charge an ETF.

The reasons for this decision are: Chapter 305 requires that a CEP provide a customer with the terms of service within 7 calendar days of agreeing to provide service; and the rule prohibits a provider from enrolling a customer prior to the customer receiving the terms of service and the expiration of the customer's statutory right of rescission.

If you have any questions, please don't hesitate to email or call me at 207-287-4946.

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 16, 2018 3:02 PM
To: [REDACTED]
Subject: Electricity Maine Complaints

Good Afternoon [REDACTED]

I wanted to let you know that I will be issuing a decision finding that you and [REDACTED] were improperly enrolled by Electricity Maine. Because of this, they may not charge the \$100.00 Early Termination fee and they must re-rate the bills for when you were charged EM's rate, back to the Standard Offer rate.

I have asked them to provide the amount that you will either owe or be refunded by Tuesday, October 23rd.

When I receive the information, I will be issuing formal decision letters. Please don't hesitate to be in touch with me if you have any questions.

Regards,

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: Friday, October 26, 2018 1:44 PM
To: Somers, Elizabeth
Subject: [EXTERNAL SENDER] RE: CASD Case # 2018-C-5357 Account number [REDACTED]

Good afternoon,

EME apologizes for the delay and we appreciate your patience concerning this matter. Please be advised that the re-rate for the service period of 6/2/2018- 7/18/2018 has been submitted to the proper department for processing. As such, once the calculations are completed we will provide and update and refund [REDACTED] accordingly.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Tuesday, October 16, 2018 1:50 PM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] CASD Case # 2018-C-5357 Account number [REDACTED]

Good Afternoon,

I will be issuing a decision pertaining to [REDACTED] complaint, that EM improperly enrolled this customer and require that Electricity Maine re-rate the customer's account to reflect the cost of the Standard Offer in effect when the customer was enrolled. I will require this information by Tuesday, October 23, 2018, to include the calculation and the amount due to the customer or owed to EM. Furthermore, EM may not charge an ETF.

The reasons for this decision are: Chapter 305 requires that a CEP provide a customer with the terms of service within 7 calendar days of agreeing to provide service; and the rule prohibits a provider from enrolling a customer prior to the customer receiving the terms of service and the expiration of the customer's statutory right of rescission.

If you have any questions, please don't hesitate to email or call me at 207-287-4946.

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, December 03, 2018 8:51 AM
To: 'Customer Concerns'
Subject: RE: [EXTERNAL SENDER] RE: CASD Case # 2018-C-5357 Account number [REDACTED]

Good Morning Ms. Lusk,

Could you please provide the calculations and the amount refunded to [REDACTED]?

Thank you for your assistance.

Beth Somers

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]

Sent: Friday, October 26, 2018 1:44 PM

To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>

Subject: [EXTERNAL SENDER] RE: CASD Case # 2018-C-5357 Account number [REDACTED]

Good afternoon,

EME apologizes for the delay and we appreciate your patience concerning this matter. Please be advised that the re-rate for the service period of 6/2/2018- 7/18/2018 has been submitted to the proper department for processing. As such, once the calculations are completed we will provide and update and refund [REDACTED] accordingly.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>

Sent: Tuesday, October 16, 2018 1:50 PM

To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>

Subject: [EXTERNAL] CASD Case # 2018-C-5357 Account number [REDACTED]

Good Afternoon,

I will be issuing a decision pertaining to [REDACTED] complaint, that EM improperly enrolled this customer and require that Electricity Maine re-rate the customer's account to reflect the cost of the Standard Offer in effect when the customer was enrolled. I will require this information by Tuesday, October 23, 2018, to include the calculation and the amount due to the customer or owed to EM. Furthermore, EM may not charge an ETF.

The reasons for this decision are: Chapter 305 requires that a CEP provide a customer with the terms of service within 7 calendar days of agreeing to provide service; and the rule prohibits a provider from enrolling a customer prior to the customer receiving the terms of service and the expiration of the customer's statutory right of rescission.

If you have any questions, please don't hesitate to email or call me at 207-287-4946.

Thank you,

Beth Somers

REDACTED

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, December 03, 2018 11:32 AM
To: Somers, Elizabeth
Subject: RE: [EXTERNAL SENDER] RE: CASD Case # 2018-C-5357 Account number [REDACTED]
Attachments: [REDACTED] Re-rate.PNG; [REDACTED] Refund.PNG

Good morning,

Attached you will find the calculation for the re-rate of which [REDACTED] will be refunded \$18.83 via US mail within the next 21 business days.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, December 03, 2018 7:51 AM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] RE: CASD Case # 2018-C-5357 Account number [REDACTED]

Good Morning Ms. Lusk,

Could you please provide the calculations and the amount refunded to [REDACTED]?

Thank you for your assistance.

Beth Somers

From: Customer Concerns [mailto:customerconcerns@sparkenergy.com]
Sent: Friday, October 26, 2018 1:44 PM
To: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Subject: [EXTERNAL SENDER] RE: CASD Case # 2018-C-5357 Account number [REDACTED]

Good afternoon,

EME apologizes for the delay and we appreciate your patience concerning this matter. Please be advised that the re-rate for the service period of 6/2/2018- 7/18/2018 has been submitted to the proper department for processing. As such, once the calculations are completed we will provide and update and refund [REDACTED] accordingly.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Tuesday, October 16, 2018 1:50 PM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] CASD Case # 2018-C-5357 Account number [REDACTED]

Good Afternoon,

I will be issuing a decision pertaining to [REDACTED] complaint, that EM improperly enrolled this customer and require that Electricity Maine re-rate the customer's account to reflect the cost of the Standard Offer in effect when the customer was enrolled. I will require this information by Tuesday, October 23, 2018, to include the calculation and the amount due to the customer or owed to EM. Furthermore, EM may not charge an ETF.

The reasons for this decision are: Chapter 305 requires that a CEP provide a customer with the terms of service within 7 calendar days of agreeing to provide service; and the rule prohibits a provider from enrolling a customer prior to the customer receiving the terms of service and the expiration of the customer's statutory right of rescission.

If you have any questions, please don't hesitate to email or call me at 207-287-4946.

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

REDACTED

Utility	Service Period	Usage	Total invoice	Rerate	Correct rate	Tax rate	Energy
CMP	06/20/2018 - 7/18/2018	394.00	\$50.0400	>>>	\$0.0792		

REDACTED

Energy Charge	MSF	Tax	Total invoice	Variance
\$31.21		\$0.00	\$31.21	-\$18.83
\$0.00		\$0.00	\$0.00	\$0.00
\$0.00		\$0.00	\$0.00	\$0.00
\$0.00		\$0.00	\$0.00	\$0.00

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Friday, December 07, 2018 3:16 PM
To: [REDACTED]
Subject: Electricity Maine & Ruth Small

Good Afternoon [REDACTED],

I am reaching out to let you know that Electricity Maine has completed the re-rate for [REDACTED] account. She should receive a check for \$18.33 from EM within the next 21 days. She will also not be charged an early termination fee.

If you as her authorized party agree that this provides resolution to her complaint, I will close the case and notify EM.

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: 1-800-452-4699

Poetzsch, Kathy

From: [REDACTED]
Sent: Saturday, December 08, 2018 8:17 AM
To: Somers, Elizabeth
Subject: [EXTERNAL SENDER] Re: Electricity Maine & [REDACTED]

Yes she has received the check.
She is very satisfied.
We both grateful for your help in resoveling this issue.
Many thanks,
[REDACTED]

Sent from Yahoo Mail on Android

On Fri, Dec 7, 2018 at 3:15 PM, Somers, Elizabeth
<Elizabeth.Somers@maine.gov> wrote:

Good Afternoon [REDACTED]

I am reaching out to let you know that Electricity Maine has completed the re-rate for [REDACTED] account. She should receive a check for \$18.33 from EM within the next 21 days. She will also not be charged an early termination fee.

If you as her authorized party agree that this provides resolution to her complaint, I will close the case and notify EM.

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: 1-800-452-4699

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Monday, December 10, 2018 8:42 AM
To: 'consumeraffairs@sparkenergy.com'
Subject: 2018-C-5357 - [REDACTED]

Good Morning Ms. Lusk,

I am closing this complaint as resolved.

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

Casenumber	DocName	createdby	CreatedDate
2018-C-5357	2018-C-5357.msg	Elizabeth.Somers	8/1/2018
2018-C-5357	RE 2018-C-5357.msg	Elizabeth.Somers	8/14/2018
2018-C-5357	20181016151428882.pdf	Elizabeth.Somers	10/16/2018
2018-C-5357	Electricity Maine 9-13.msg	Elizabeth.Somers	10/16/2018
2018-C-5357	CASD Case # 2018-C-5357 Account number [REDACTED].msg	Elizabeth.Somers	10/16/2018
2018-C-5357	Electricity Maine Complaints.msg	Elizabeth.Somers	10/16/2018
2018-C-5357	EXTERNAL SENDER RE CASD Case # 2018-C-5357 Account number [REDACTED].msg	Elizabeth.Somers	10/29/2018
2018-C-5357	RE EXTERNAL SENDER RE CASD Case # 2018-C-5357 Account number [REDACTED].msg	Elizabeth.Somers	12/3/2018
2018-C-5357	RE EXTERNAL SENDER RE CASD Case # 2018-C-5357 Account number [REDACTED] re rate.msg	Elizabeth.Somers	12/7/2018
2018-C-5357	Electricity Maine [REDACTED].msg	Elizabeth.Somers	12/7/2018
2018-C-5357	EXTERNAL SENDER Re Electricity Maine [REDACTED] REs.msg	Elizabeth.Somers	12/10/2018
2018-C-5357	2018-C-5357 - [REDACTED].msg	Elizabeth.Somers	12/10/2018

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



Date :01-09-2019

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.	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
2.	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
3.	11/9/2018 11:55:45 AM	Attach: Email to Ms. Lusk asking about re rating the account and dropping the customer	Elizabeth.Somers
4.	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
5.	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
6.	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 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
7.	8/15/2018 12:28:32 PM	Attach: data	Elizabeth.Somers
8.	8/2/2018 2:18:30 PM	Attach: email to EM for Data	Elizabeth.Somers
9.	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 :	Is your mailing address is different than service address :	No
Service Address :	Service Address(Continued) :	
Service City :	Service State :	MAINE
Service Zip Code :		

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 :	08/01/2018

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 :

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.

What Customer wants MPUC to do?

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: 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.

REDACTED

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.



April Lusk | Regulatory Specialist
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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.

REDACTED

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



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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.

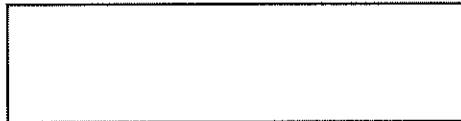
Beth Somers

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

REDACTED

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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Casenumber	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

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



Date :01-09-2019

Maine Public Utilities Commission**Cad Case No.2018-C-5386****-----CAD case Metadata-----**

Case Number:	2018-C-5386	Customer/Business Name:	[REDACTED]
Case Type:	Complaint	Case SubType:	DISPUTED BILLS/PAYMENTS
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	8/2/2018 3:44:32 PM
Utility/Industry	Electric	Utility/Industry Subtype:	CEPs
Type:			
Disposition Type:	DISPUTED CHARGES REMOVED FROM BILL	Disposition Date:	10/5/2018 9:36:37 AM
Appealed:			
Abatement:	144	Violation:	
Status:	Closed	Staff Assigned for Violation:	
IsBusiness:	No	Assigned Staff:	Connors Rebecca

CAD Note Data-----

S.No.	Created_Date	Notes	Created_By
1.	10/5/2018 9:37:57 AM	POSSIBLE VIOLATION: Terms of Service document was not mailed within the required 7 days. and Customer account was enrolled prior to the expiration of the rescission period.	Rebecca.Connors
2.	10/5/2018 9:21:51 AM	Attached - Decision letter sent to [REDACTED] via usps and sent to EM via email	Rebecca.Connors
3.	10/5/2018 9:10:30 AM	Tried to call [REDACTED] regarding my decision. Left her a detailed message and my direct line if she has any questions.	Rebecca.Connors
4.	9/28/2018 8:34:44 AM	Attached - Information received from Emera	Rebecca.Connors
5.	9/12/2018 1:22:17 PM	Attached - inquiry to EM	Rebecca.Connors
6.	8/24/2018 4:00:31 PM	[REDACTED] called in regards to her case. States EM is trying to charge her a 100.0 cancelation fee. States she does not feel she should be charged the 100.00 cancelation fee because she should not have had them to begin with.	Lisa.Berube

CAD Case Details**-Complainant's Information**

Case Number : 2018-C-5386
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 : PORTLAND
Service Zip Code : 04101
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 : 07/30/2018

Other Detail

Issues : DISPUTED BILLS/PAYMENTS

Disposition Detail

Case Status : Open Disposition Type : DISPUTED CHARGES REMOVED FROM BILL
Important Decision : No Comments :
Is Possible Violation : Yes

Other Information

Abatement Amount(\$) : 143.85

Customer states Electricity Maine came to her house at end of April or first of May of

2018. They told her if she signed up with them, she would have free service for one year and then after that it would be 11 cents per kwh. She states she has paperwork to that effect. That was on a Friday. The following Monday she called to cancel it and the rep gave her a difficult time about cancelling and kept her on the phone for an hour. He finally agreed to cancel it. When she received her bill, it was still on there. She called and spoke to a different rep and learned that they had never cancelled her contract with them and they are charging her 46.05 for July and 41.06 for August. She states she is receiving calls and texts from Electricity Maine stating they want their money.

She wants us to investigate the high pressure tactics and to make sure it's been cancelled now. Plus, she doesn't believe she should be charged for July and August when she was supposed to be cancelled. And she would like the calls and texts to stop .

Customer complaint :**What Customer wants MPUC to do?**

Poetzsch, Kathy

From: Connors, Rebecca
Sent: Wednesday, September 12, 2018 1:21 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: MPUC Case #2018-C-5386

Good afternoon,

[REDACTED]
Portland, ME
[REDACTED]

Intake notes:

Customer states Electricity Maine came to her house at end of April or first of May of 2018. They told her if she signed up with them, she would have free service for one year and then after that it would be 11 cents per kwh. She states she has paperwork to that effect. That was on a Friday. The following Monday she called to cancel it and the rep gave her a difficult time about cancelling and kept her on the phone for an hour. He finally agreed to cancel it. When she received her bill, it was still on there. She called and spoke to a different rep and learned that they had never cancelled her contract with them and they are charging her 46.05 for July and 41.06 for August. She states she is receiving calls and texts from Electricity Maine stating they want their money.

As soon as possible, but not later than September 26, 2018, please provide me with the following information:

- Copy of TPV call
- Copy of Welcome Packet
- Customer contact logs
- Date cancellation was effective

If you have any questions or concerns, please do not hesitate to contact me. 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: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Thursday, September 27, 2018 6:09 PM
To: Connors, Rebecca
Subject: RE: MPUC Case #2018-C-5386
Attachments: [REDACTED] TPV.WAV; [REDACTED] Welcome Letter.pdf

To Whom This May Concern:

This is Electricity Maine ("EME") response to MPUC Case # 2018-C-5386.

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

[REDACTED] filed a complaint because she states a sales agent came to her home at the end of April or the first of May of 2018 and told her if she signed up she would receive free service for one year.

Additionally, she was advised the rate would then be 11 cents/kWh. As such, Ms. Wilson states she never received any paperwork regarding this information so that following Monday she states she called and cancelled the service but still received a bill for EME charges.

Investigative Results:

- On 4/20/2018, [REDACTED] authorized the electric enrollment to EME on a 12 month fixed 100% Green rate at 11.90 cents/kWh with a \$0 Monthly Service Fee and a \$100 Early Termination Fee ("ETF"). (*TPV Attached*)
 - On 5/9/2018, EME sent the Welcome Letter. (*Letter Attached*)
 - On 5/11/2018, the electric service became active with EME.
 - On 7/19/2018, [REDACTED] contacted EME and requested to cancel the service stating she was told the electric service would be free. The EME agent submitted the cancellation request.
 - On 7/20/2018, [REDACTED] contacted EME stating the Welcome Letter says the service is free for one year. As such, the EME agent provided the customer with the email address to send in a copy of this letter for validity.
 - On this same day, EME received the emailed copy from [REDACTED] of the same Welcome letter that was generated and sent to the customer on 5/9/2018 from EME. This letter stated the rate was 11.90 cents/kWh for 12 months with \$0 MSF and \$100 ETF. The letter makes no mention of free service for a year or at any time.
 - EME attempted to reach [REDACTED] to discuss the Welcome Letter but due to no answer a message was left for call back.
- On 8/10/2018, the electric service terminated with EME.
- On 9/13/2018, EME received MPUC Case # 2018-C-5386.

Outcome:

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

We'd like to confirm per the attached TPV and Welcome letter that [REDACTED] authorized the electric enrollment to EME onto a 12 month rate of 11.90 cents/kWh with \$0 MSF and \$100 ETF without any objections from the customer.

Additionally, please be advised that [REDACTED] states she was sent a Welcome letter stating the electric service with EME would be free for one year, however; the letter [REDACTED] sent in is the same Welcome letter EME generated and sent for the aforementioned rate of 11.90 cents/kwh for 12 months with \$0 MSF and a \$100 ETF. Because of this, [REDACTED]

REDACTED

[REDACTED] account does not warrant any credits or adjustments. In as much, she is responsible for the billing as it is for the household's consumption.

As it stands, the electric service terminated with EME on 8/10/2018 with the cancellation date solely determined by the utility.

Lastly, as a courtesy EME has waived the \$100 ETF.

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: Connors, Rebecca <Rebecca.Connors@maine.gov>
Sent: Wednesday, September 12, 2018 12:21 PM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] MPUC Case #2018-C-5386

Good afternoon,

[REDACTED]
Portland, ME
[REDACTED]

Intake notes:

Customer states Electricity Maine came to her house at end of April or first of May of 2018. They told her if she signed up with them, she would have free service for one year and then after that it would be 11 cents per kwh. She states she has paperwork to that effect. That was on a Friday. The following Monday she called to cancel it and the rep gave her a

REDACTED

difficult time about cancelling and kept her on the phone for an hour. He finally agreed to cancel it. When she received her bill, it was still on there. She called and spoke to a different rep and learned that they had never cancelled her contract with them and they are charging her 46.05 for July and 41.06 for August. She states she is receiving calls and texts from Electricity Maine stating they want their money.

As soon as possible, but not later than September 26, 2018, please provide me with the following information:

- Copy of TPV call
- Copy of Welcome Packet
- Customer contact logs
- Date cancellation was effective

If you have any questions or concerns, please do not hesitate to contact me. 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

REDACTED



P.O. Box 421289
Houston, TX 77242

My Plan Details

Account Number
[REDACTED]

Plan
100% Green 12D2D

Rate
11.90 Cents/KWH

Term

12 Months

Monthly Fee

\$0

Early Termination Fee

\$100.00

Service Type

Electric

Service Address

[REDACTED]
Utility
Central Maine Power

Welcome to the Family!

>000292 00500 002 P51121



Portland, ME 04101 [REDACTED]



5/9/2018

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

PE.EM_WELCOME_03.01.17_English

REDACTED



TERMS OF SERVICE
Contract Disclosure Statement

Type of plan	Fixed
Price per kWh	11.90 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.



REDACTED



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: Connors, Rebecca
Sent: Friday, October 05, 2018 9:20 AM
To: 'consumeraffairs@sparkenergy.com'
Subject: MPLUC Case #2018-C-5386 Decision letter
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

REDACTED



STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Mark A. Vannoy
CHAIRMAN

Harry Lanphear
ADMINISTRATIVE DIRECTOR

R. Bruce Williamson
Randall D. Davis
COMMISSIONERS

October 9, 2018

[REDACTED]
Portland, ME 04101

RE: CASD Case #22018-C-5386– Electricity Maine, dba Provider Power, dba Spark Energy (EM)
Acct # [REDACTED]

Dear [REDACTED]

On August 2, 2018, you contacted the Consumer Assistance and Safety Division (C ASD) regarding your account with Electricity Maine (EM). During this call, you stated that a representative from EM came to your house at the end of April, or the beginning of May, telling you that if you signed up with them, you would have free electric service for a year. When you received your next electric bill, you noticed that you were being charged \$0.1190 per kWh. You asked CASD to investigate.

Given your concerns, I contacted EM. In response to my request for information, EM provided me with a copy of the Third-Party Verification call (TPV), which took place on April 20, 2018. 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 the TPV call, you confirmed and/or agreed to the following:

- The date was April 20, 2018.
- You confirmed your address and contact information.
- You confirmed that you were signing up with EM for your electric supply.
- You confirmed that you understood your rate for the term of the contract is \$0.1190/kWh.
- You confirmed that you understood if you were to terminate your contract before the expiration of the 12-month term, you would be assessed a \$100.00 early termination fee.

EM records further show that they mailed you the Welcome letter and Terms of Service document on May 9, 2018, and that your account was enrolled with EM on May 11, 2018.

EM has since informed me that they have waived the \$100.00 early termination fee.

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.

Commission rules further state that each CEP must provide to each customer the Terms of Service document within seven calendar days of agreeing to provide service. Commission rules go on to state that CEPs must provide customers a minimum of eight calendar days from the provision of the Terms of Service document to exercise the right of rescission when the document is mailed to the customer.

Given the information above, it is my decision that although EM followed Commission rules when confirming your contract enrollment, they did not send you the Terms of Service document within the required seven calendar days. Further, it is my decision that EM did not follow Commission rules when enrolling your account before the expiration of the required eight-day rescission period. Therefore, EM must refund the amount paid for your electricity supply above the Standard Offer rate of \$0.079206 per kWh, totaling \$43.85.

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)

Casenumber	DocName	createdby	CreatedDate
2018-C-5386	MPUC Case #2018-C-5386.msg	Rebecca.Connors	9/12/2018
2018-C-5386	RE MPUC Case #2018-C-5386.msg	Rebecca.Connors	9/28/2018
2018-C-5386	MPUC Case #2018-C-5386 Decision letter.msg	Rebecca.Connors	10/5/2018
2018-C-5386	Decision Letter.doc	Rebecca.Connors	10/5/2018

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



Date :09-13-2018

Maine Public Utilities Commission**Cad Case No.2018-I-5443****-----CAD case Metadata-----**

Case Number:	2018-I-5443	Customer/Business Name:	[REDACTED]
Case Type:	Information Contact	Case SubType:	DISPUTED BILLS/PAYMENTS
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	8/6/2018 10:39:58 AM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	Competitive Electricity Providers (CEPs)
Disposition Type:		Disposition Date:	8/13/2018 10:55:18 AM
Appealed:			
Abatement:	0	Violation:	No
Status:	Closed	Staff Assigned for Violation:	
IsBusiness:	No	Assigned Staff:	Somers Elizabeth

CAD Note Data

S.No.	Created_Date	Notes	Created_By
1.	8/13/2018 10:54:50 AM	Customer did not call back after one week so I am closing the case.	Sheila.Pierce
2.	8/6/2018 10:43:38 AM	Customer may call back if Electricity Maine charges early opt-out fee as she believes she was signed up under false pretenses.	Sheila.Pierce
3.	8/6/2018 10:41:36 AM	Customer - separate issue - high usage with CMP, however, that's a problem with meter hook up in house -- she is paying for entire apartment house utilities - landlord is supposedly working on that. Her issue today is trying to get out of Electricity Maine contract as she believes she signed up under false pretenses.	Sheila.Pierce

CAD Case Details**Complainant's Information**

Case Number : 2018-I-5443
 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 : Biddeford
 Service Zip Code : 04005

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 : DISPUTED BILLS/PAYMENTS

Disposition Detail

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

Disposition Type :
 Comments :

Other Information

Abatement Amount(\$):

Customer complaint : She signed up for Electricity two or three months ago. They told her the rate would be lower than CMP. However, she has received the bill and

the rate is triple what she signed up for. She has called Electricity Maine and left messages - no one has called her back.

What Customer wants MPUC to do?

Contact Electricity Maine and have them call her.



Date :01-11-2019

Maine Public Utilities Commission**Cad Case No.2018-C-5716****-----CAD case Metadata-----**

Case Number:	2018-C-5716	Customer/Business Name:	[REDACTED]
Case Type:	Complaint	Case SubType:	DISPUTED BILLS/PAYMENTS
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	8/15/2018 9:36:09 AM
Utility/Industry	Electric	Utility/Industry Subtype:	CEPs
Type:			
Disposition Type:	UTILITY'S BILLING INCORRECT, ADJUSTMENT	Disposition Date:	12/3/2018 9:17:48 AM
Appealed:			
Abatement:	32	Violation:	
Status:	Closed	Staff Assigned for Violation:	
IsBusiness:	No	Assigned Staff:	Somers Elizabeth

CAD Note Data

S.No.	Created_Date	Notes	Created_By
1.	12/3/2018 9:12:23 AM	Attached is the email to EM to close as resolved.	Elizabeth.Somers
2.	12/3/2018 9:07:33 AM	Resolved: [REDACTED] confirmed that his complaint is resolved. He indicated that he wasn't expecting anything back and is pleased that he will be receiving the difference from EM.	Elizabeth.Somers
3.	11/30/2018 10:00:19 AM	Electricity Maine indicated that they would consider this complaint resolved and would complete a re rate of the account. [REDACTED] indicated in his voicemail that his concerns were resolved as he's been returned to Standard Offer.	Elizabeth.Somers
4.	11/30/2018 2:36:59 PM	I left [REDACTED] another message to confirm that he will receive \$31.74 which is the difference between what he paid and what the SOP is. I asked him to reconfirm that his complaint is resolved.	Elizabeth.Somers
5.	11/30/2018 11:50:12 AM	Attached is the re rate for [REDACTED]	Elizabeth.Somers
6.	11/30/2018 11:11:40 AM	I sent the following email to EM to request information on the re-rate of [REDACTED] account	Elizabeth.Somers
7.	11/14/2018 4:39:50 PM	[REDACTED] left a message that he had been returned to the standard offer and that he was all set and thank you.	Elizabeth.Somers
8.	11/13/2018 3:46:51 PM	I left a voicemail for [REDACTED] to discuss with his EM's resolution. I asked him to give me a call at my direct phone number and leave a message with a good time to call if he didn't reach me.	Elizabeth.Somers
9.	11/8/2018 9:23:31 AM	I spoke with Ms. Lusk who agreed that this account would be re-rated 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	Elizabeth.Somers

EM once I receive the re-rate.

10. 11/6/2018 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
3:42:25 PM
11. 11/2/2018 Attach: data received on 9-26 & 27 Elizabeth.Somers
10:08:58 AM
12. 8/27/2018 Attach: email for Data Elizabeth.Somers
3:11:00 PM

CAD Case Details**Complainant's Information**

Case Number : 2018-C-5716
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 :

Service Address
(Continued) :

Service City : Lewiston
Service Zip Code : 04240

Service State : MAINE

Utility Detail

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

Electric
ELECTRICITY MAINE, LLC

Utility/Industry Subtype : CEPs
Utility Account Number : [REDACTED]

Yes

Date of Contact : 08/10/2018

Other Detail

Issues : DISPUTED
BILLS/PAYMENTS

Disposition Detail

Case Status : Open Disposition Type : UTILITY'S
BILLING
INCORRECT,
ADJUSTMENT

Important Decision : No Comments :
Is Possible Violation : Yes

Other Information

Abatement Amount(\$): 31.74
Customer believes he was lied to when he signed up for Electricity Maine. He was told he would be paying 12 cents less than the standard offer. He didn't realize until he received his first bill that he was actually paying more. They were charging you 12.78 kwh and when he complained on August 10, 2018, they dropped it down to .087. He accepted that even though it's still higher than standard offer because he couldn't afford the early-opt-out fee.

Customer complaint :

What Customer wants MPUC to do? Investigate whether the information provided to him was fraudulent.

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Monday, August 27, 2018 3:10 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: 2018-C-5716

Good Afternoon Ms. Lusk,

We were contacted by [REDACTED] Lewiston. He provided an EM account number of [REDACTED]. [REDACTED] stated that he was provided incorrect rate information and believed that he would be paying 12 ¢ per kWh less than he was paying with the Standard Offer. When he received his first bill, he was surprised to see that it was more expensive.

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: Tuesday, September 25, 2018 7:45 PM
To: Somers, Elizabeth
Cc: Regulatory
Subject: RE: 2018-C-5716
Attachments: [REDACTED] TPV.mp3; [REDACTED] CMP Welcome Letter.pdf; [REDACTED] CMP Product Change Letter.pdf

To Whom This May Concern:

This is Electricity Maine's ("EME") response to MPUC Case # 2018-C-5716.

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 was provided with incorrect information by the salesperson and that he would be paying \$0.12 cents/kWh less than the Standard Offer from Central Maine Power.

Investigative Results:

- On 5/31/18, [REDACTED] authorized the enrollment to EME with a Door to Door agent. [REDACTED] account was enrolled onto EME's
 - This plan offered 100% Green plan, which offers a fixed rate of 12.70 cents/kWh for 12 months with no Monthly Service fee ("MSF") and Early Termination fee ("ETF") of \$100.00. (*TPV Attached*)
- On 6/11/18, the Welcome Letter was sent to the mailing address on file. (*Letter Attached*)
- On 7/6/18, the electric service became active with EME.
- On 8/10/18, [REDACTED] called in stating that he received his first invoice and was not satisfied. He stated the invoice was \$11 higher than if he would have stayed with the Standard Offer from Central Maine Power. He stated during this call that the salesperson misinformed him stating that his rate would be 12 cents less than the Standard Offer at \$0.0792 cents/kWh.
 - [REDACTED] was offered a lower rate of \$0.087 cents/kWh, which he initially declined and requested to cancel. The agent did inform [REDACTED] that processing a cancellation now would result in a \$100 ETF. This was confirmed in the Terms of Services that were included in the Welcome Letter. During the call [REDACTED] confirmed he received the Welcome Letter with the rate but it did not specify "less" like the salesperson informed him of.
 - On this same day, [REDACTED] did accept the product change rate of \$0.087 cents/kWh for 12 months with no MSF and ETF of \$100.
- On 8/15/18, the Product change letter was sent to the mailing address on file. (*Letter Attached*)
- On 8/23/18, [REDACTED] called in requesting the product change letter to be resent.
 - On this same day, the correspondence was sent to [REDACTED]
- On 8/27/18, EME received MPUC Complaint # 2018-C-5716.
- On 8/31/18, [REDACTED] called in stating he received the product change confirmation letter, but requested to cancel. The agent informed [REDACTED] the cancellation request has been sent to the utility and the ETF would be waived.
 - On this same day EME sent an outbound cancellation request to Central Maine Power to terminate electric service.
 - That same day, EME received an inbound cancellation confirmation date of 10/2/2018

Outcome:

EME would like to apologize for any inconvenience the customer has experienced. We'd like to confirm that [REDACTED] [REDACTED] electric service became active with EME via a Door to Door sales agent on 6/8/2018. [REDACTED] confirmed he received the Welcome Letter confirming the rate of \$12.70 cents/kWh. EME offered to lower his rate to \$0.087 cents/kWh and he agreed. [REDACTED] then called in 8/31/2018 and requested to cancel. Because he requested to cancel within the required time frame, the ETF will be waived if the customer is charged.

As it stands, [REDACTED] account is scheduled to terminate with EME on 10/3/2018 with a date solely determined by the utility and not be EME. [REDACTED] is responsible for the billing assessed to him as it is for the household's consumption.

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

Best regards,
Martha Lopez

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Monday, August 27, 2018 2:10 PM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-5716

Good Afternoon Ms. Lusk,

We were contacted by [REDACTED]. He provided an EM account number of [REDACTED]. [REDACTED] stated that he was provided incorrect rate information and believed that he would be paying 12¢ per kWh less than he was paying with the Standard Offer. When he received his first bill, he was surprised to see that it was more expensive.

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

REDACTED



P.O. Box 421289
Houston, TX 77242

The Power to HELP

Welcome to the Family!

>000917 00546 008 P51121

Lewiston, ME 04240-[REDACTED]

[REDACTED]

6/11/2018

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

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

PE_EM_WELCOME_03.01.17_English



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.



REDACTED



539

00917 00546

Page 4 of 11

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.



REDACTED

REDACTED



P.O. Box 421289
Houston, TX 77242

The Power to HELP

Account Update Confirmation!

>000632 00637 004 P51121



Lewiston, ME 04240

[REDACTED]

8/15/2018

Dear [REDACTED]

Thank you for being a loyal customer of Electricity Maine!

You have selected a great plan to ensure peace of mind. This letter confirms the requested change to your current service contract. Please allow 1-2 billing cycles for the changes to take effect on your bill.

If you have any additional questions or concerns, please feel free to contact us again at 1-866-573-2674 and we would be happy to assist you.

We look forward to continuing to service your energy needs.

Warm Regards,

Your Friends at Electricity Maine

My Plan Details

Account Number
[REDACTED]

Plan

Tier 3 Save - 12 Month

Rate

8.70 Cents/kWh

Term

12 Months

Monthly Fee

\$0

Early Termination Fee

\$100.00

Service Type

Electric

Service Address
[REDACTED]

Utility

Central Maine Power

12140 Wickchester Ln, Ste 100, Houston TX 77079
www.electricityme.com

PE.EM_ProductChange_07.01.18_English



REDACTED



TERMS OF SERVICE
Contract Disclosure Statement

Type of plan	Fixed
Price per kWh	8.70 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, 12140 Wickchester Ln, Ste 100, Houston TX 77079.
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.



REDACTED

23



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. 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
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.



REDACTED

Poetzsch, Kathy

From: Louise Bourgeois <lbourgeois@sparkenergy.com>
Sent: Wednesday, September 26, 2018 12:27 PM
To: Somers, Elizabeth
Subject: RF 2018-C-5716
Attachments: [REDACTED] TPV.mp3; [REDACTED] CMP Welcome Letter.pdf; [REDACTED] CMP Product Change Letter.pdf

To Whom This May Concern:

This is Electricity Maine's ("EME") response to MPUC Case # 2018-C-5716.

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 was provided with incorrect information by the salesperson and that he would be paying \$0.12 cents/kWh less than the Standard Offer from Central Maine Power.

Investigative Results:

- On 5/31/18, [REDACTED] authorized the enrollment to EME with a Door to Door agent. [REDACTED] account was enrolled onto EME's
 - This plan offered 100% Green plan, which offers a fixed rate of 12.70 cents/kWh for 12 months with no Monthly Service fee ("MSF") and Early Termination fee ("ETF") of \$100.00. (*TPV Attached*)
- On 6/11/18, the Welcome Letter was sent to the mailing address on file. (*Letter Attached*)
- On 7/6/18, the electric service became active with EME.
- On 8/10/18, [REDACTED] called in stating that he received his first invoice and was not satisfied. He stated the invoice was \$11 higher than if he would have stayed with the Standard Offer from Central Maine Power. He stated during this call that the salesperson misinformed him stating that his rate would be 12 cents less than the Standard Offer at \$0.0792 cents/kWh.
 - [REDACTED] was offered a lower rate of \$0.087 cents/kWh, which he initially declined and requested to cancel. The agent did inform [REDACTED] that processing a cancellation now would result in a \$100 ETF. This was confirmed in the Terms of Services that were included in the Welcome Letter. During the call [REDACTED] confirmed he received the Welcome Letter with the rate but it did not specify "less" like the salesperson informed him of.
 - On this same day, [REDACTED] did accept the product change rate of \$0.087 cents/kWh for 12 months with no MSF and ETF of \$100.
- On 8/15/18, the Product change letter was sent to the mailing address on file. (*Letter Attached*)
- On 8/23/18, [REDACTED] called in requesting the product change letter to be resent.
 - On this same day, the correspondence was sent to [REDACTED]
- On 8/27/18, EME received MPUC Complaint # 2018-C-5716.
- On 8/31/18, [REDACTED] called in stating he received the product change confirmation letter, but requested to cancel. The agent informed [REDACTED] the cancellation request has been sent to the utility and the ETF would be waived.
 - On this same day EME sent an outbound cancellation request to Central Maine Power to terminate electric service.
 - That same day, EME received an inbound cancellation confirmation date of 10/2/2018

Outcome:

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

We'd like to confirm that [REDACTED] electric service became active with EME via a Door to Door sales agent on 6/8/2018. [REDACTED] confirmed he received the Welcome Letter confirming the rate of \$12.70 cents/kWh. EME offered to lower his rate to \$0.087 cents/kWh and he agreed. [REDACTED] then called in 8/31/2018 and requested to cancel. Because he requested to cancel within the required time frame, the ETF will be waived if the customer is charged.

As it stands, [REDACTED] account is scheduled to terminate with EME on 10/3/2018 with a date solely determined by the utility and not be EME. [REDACTED] is responsible for the billing assessed to him as it is for the household's consumption.

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

Best regards,

Louise Bourgeois



Louise Bourgeois | Customer Care Agent
12140 Wickchester Ln, Ste 100 | Houston, TX 77079

lbourgeois@sparkenergy.com | <http://www.sparkenergy.com>

Connect with Spark Energy



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 [mailto:Elizabeth.Somers@maine.gov]

Sent: Monday, August 27, 2018 2:10 PM

To: ConsumerAffairs

Subject: [EXTERNAL] 2018-C-5716

Good Afternoon Ms. Lusk,

We were contacted by [REDACTED] Lewiston. He provided an EM account number of [REDACTED]. [REDACTED] stated that he was provided incorrect rate information and believed that he would be paying 12¢ per kWh less than he was paying with the Standard Offer. When he received his first bill, he was surprised to see that it was more expensive.

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

REDACTED

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

REDACTED



P.O. Box 421289
Houston, TX 77242

Welcome to the Family!

>000917 00546 008 P51121



Lewiston, ME 04240-[REDACTED]



6/11/2018

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



PE_EM_WELCOME_03.01.17_English

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.



REDACTED



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.



REDACTED

REDACTED



P.O. Box 421289
Houston, TX 77242

Account Update Confirmation!

>000632 00637 004 P51121



Lewiston, ME 04240

[REDACTED]

8/15/2018

Dear [REDACTED]

Thank you for being a loyal customer of Electricity Maine!

You have selected a great plan to ensure peace of mind. This letter confirms the requested change to your current service contract. Please allow 1-2 billing cycles for the changes to take effect on your bill.

If you have any additional questions or concerns, please feel free to contact us again at 1-866-573-2674 and we would be happy to assist you.

We look forward to continuing to service your energy needs.

Warm Regards,

Your Friends at Electricity Maine

My Plan Details

Account Number
[REDACTED]

Plan

Tier 3 Save - 12 Month

Rate

8.70 Cents/kWh

Term

12 Months

Monthly Fee

\$0

Early Termination Fee

\$100.00

Service Type

Electric

Service Address
[REDACTED]

Utility

Central Maine Power

12140 Wickchester Ln, Ste 100, Houston TX 77079
www.electricityme.com

PE.EM_ProductChange_07.01.18_English



REDACTED



TERMS OF SERVICE
Contract Disclosure Statement

Type of plan	Fixed
Price per kWh	8.70 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, 12140 Wickchester Ln, Ste 100, Houston TX 77079.
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.



REDACTED



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.
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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.
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- 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, an 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.



REDACTED

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: Friday, November 30, 2018 11:03 AM
To: 'consumeraffairs@sparkenergy.com'
Subject: 2018-C-5716

Good Morning Ms. Lusk,

I am following up with you regarding [REDACTED] account. Per our discussion on November 8, 2018, EM agreed to process a refund if one was due to [REDACTED]. Would you have that information available yet? If not, can you please let me know when you would be providing this?

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: Friday, November 30, 2018 11:28 AM
To: Somers, Elizabeth
Subject: [EXTERNAL SENDER] RE: 2018-C-5716
Attachments: [REDACTED] Re-rate.PNG, [REDACTED] Refund.PNG

Good morning,

Attached you will find the spreadsheet for [REDACTED] re-rate for the service period of 7/6/2018-10/3/2018 totaling \$31.74, as such, he can expect to receive this refund via US Mail within the next 21 business days.

Best regards,

April Lusk

From: Somers, Elizabeth <Elizabeth.Somers@maine.gov>
Sent: Friday, November 30, 2018 10:03 AM
To: ConsumerAffairs <ConsumerAffairs@sparkenergy.com>
Subject: [EXTERNAL] 2018-C-5716

Good Morning Ms. Lusk,

I am following up with you regarding [REDACTED] account. Per our discussion on November 8, 2018, EM agreed to process a refund if one was due to [REDACTED]. Would you have that information available yet? If not, can you please let me know when you would be providing this?

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

REDACTED

Utility	Service Period	Usage	Total invoice	Rate	Correct rate
CMP	7/6/2018-8/3/2018	233.00	\$29.59 >>>		0.079206
CMP	8/4/2018-9/5/2018	251.00	\$31.88 >>>		0.079206
CMP	9/6/2018-10/3/2018	180.00	\$22.86 >>>		0.079206

REDACTED

Energy Charge	MSF	Tax	Total invoice	Variance
\$18.45		\$0.00	\$18.45	-\$11.14
\$19.88		\$0.00	\$19.88	-\$12.00
\$14.26		\$0.00	\$14.26	-\$8.60
\$0.00		\$0.00	\$0.00	\$0.00
				-\$31.74

Poetzsch, Kathy

From: Somers, Elizabeth
Sent: Monday, December 03, 2018 9:10 AM
To: 'consumeraffairs@sparkenergy.com'
Subject: CASD Case 2018-C-5716

Good Morning Ms. Lusk,

I am closing this complaint for [REDACTED] as resolved.

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

Casenumber	DocName	createdby	CreatedDate
2018-C-5716	2018-C-5716.msg	Elizabeth.Somers	8/27/2018
2018-C-5716	RE 2018-C-5716.msg	Elizabeth.Somers	11/2/2018
2018-C-5716	RE 2018-C-5716 2.msg	Elizabeth.Somers	11/2/2018
2018-C-5716	Complaints.msg	Elizabeth.Somers	11/6/2018
2018-C-5716	2018-C-5716 folow up.msg	Elizabeth.Somers	11/30/2018
2018-C-5716	EXTERNAL SENDER RE 2018-C-5716.msg	Elizabeth.Somers	11/30/2018
2018-C-5716	CASD Case 2018-C-5716.msg	Elizabeth.Somers	12/3/2018

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



Date :01-11-2019

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.	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
2.	12/3/2018 8:48:08 AM	Attach: email to EM requesting that they return the account to the SOP	Elizabeth.Somers
3.	11/13/2018 2:37:10 PM	Attach: email response from MS. Lusk	Elizabeth.Somers
4.	11/13/2018 2:35:20 PM	Attach: email between myself and EM with regard to a status update for this complaint.	Elizabeth.Somers
5.	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
6.	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 an email from Ms. Lusk seeking clarification for this and another complaint with regard to the customer still being a customer	Elizabeth.Somers
7.	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

8. 9/27/2018 Attach: data from EM Elizabeth.Somers
10:57:52 AM
9. 8/27/2018 Attach: Email to Spark for Data Elizabeth.Somers
2:40:57 PM
10. 8/24/2018 [REDACTED] called because he said that a door to door sales Elizabeth.Somers
9:31:24 AM 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

CAD Case Details**Complainant's Information**

Case Number :	2018-C-5995	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) :	[REDACTED]
Service City :	South Paris	Service State :	MAINE
Service Zip Code :	04281		

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 :	08/23/2018

Other Detail

Issues :	CEP Terms of Service
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Disposition Detail

Case Status :	Open	Disposition Type :
Important Decision :		Comments :
Is Possible Violation :	No	

Other Information

Abatement Amount(\$):	
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[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: 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] - [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]. [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

REDACTED



P.O. Box 421289
Houston, TX 77242

Welcome to the Family!

>000869 00441 007 P51121



South Paris, ME 04281



3/28/2018

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

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!



REDACTED



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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.



REDACTED



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.



REDACTED

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

[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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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

[REDACTED]
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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

REDACTED

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>
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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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Sent: Wednesday, November 07, 2018 12:26 PM

REDACTED

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Subject: [EXTERNAL SENDER] 2018-C-5995 and 2018-C-5376

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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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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

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



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

REDACTED

[Redacted]

April Lusk | Regulatory Specialist

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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]
[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
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REDACTED

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Please let me know how to proceed.

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April Lusk

REDACTED



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Casenumber	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	[REDACTED] SOP request.msg	Elizabeth.Somers	12/3/2018
2018-C-5995	Clarification.msg	Elizabeth.Somers	12/3/2018

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



Date :09-13-2018

Maine Public Utilities Commission**Cad Case No.2018-I-6212****-----CAD case Metadata-----**

Case Number:	2018-I-6212	Customer/Business Name:	[REDACTED]
Case Type:	Information Contact	Case SubType:	CEP Terms of Service
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	9/6/2018 1:53:28 PM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	Competitive Electricity Providers (CEPs)
Disposition Type:		Disposition Date:	9/6/2018 1:54:07 PM
Appealed:			
Abatement:	0	Violation:	No
Status:	Closed	Staff Assigned for Violation:	
IsBusiness:	No	Assigned Staff:	Brooks Shawn

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

S.No.	Created_Date	Notes	Created_By
1.	9/6/2018 3:41:49 PM	Spoke with [REDACTED] today in regards to his case with us. He stated that Shawn was trying to tell him that the Sales rep wasn't properly trained and seems as though there is not a complaint. He told me he felt his case should be investigated and I explained to him that it was shawn's decision. That I was an intake specialist that takes the information for her. He asked me if I felt he should join the lawsuit against them. I told him I could not tell him what to do. He disconnected.	Lisa.Berube
2.	9/6/2018 1:53:41 PM	[REDACTED] contacted the CASD regarding what he feels is a scam from Electricity Maine. He said that someone came to his door to get him to switch from standard offer. He said that he feels that the representative from Electricity Maine misrepresented their rate vs. standard offer rate. He did not want to file a formal complaint only go on record that he feels its a scam.	Shawn.C.Brooks

CAD Case Details**-Complainant's Information**

Case Number : 2018-I-6212
 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 : Skowhegan
 Service Zip Code : 04976

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 : CEP Terms of Service

Disposition Detail

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

Disposition Type :
 Comments :

Other Information

Abatement Amount(\$):

[REDACTED] contacted the CASD regarding what he feels is a scam from Electricity Maine. He said that someone came to his door to get him to switch

Customer complaint :

from standard offer. He said that he feels that the representative from Electricity Maine misrepresented their rate vs. standard offer rate. He did not want to file a formal complaint only go on record that he feels its a scam.

What Customer wants MPUC to do?

REDACTED



Date :01-03-2019

Maine Public Utilities Commission**Cad Case No.2018-C-3766****-----CAD case Metadata-----**

Case Number:	2018-C-3766	Customer/Business Name:	[REDACTED]
Case Type:	Complaint	Case SubType:	DISPUTED BILLS/PAYMENTS
Utility Name:	ELECTRICITY MAINE, LLC	Date/Time Created:	5/10/2018 3:24:12 PM
Utility/Industry Type:	Electric	Utility/Industry Subtype:	CEPs
Disposition Type:	DISPUTED CHARGES REMOVED FROM BILL	Disposition Date:	12/12/2018 8:44:09 AM
Appealed:		Violation:	
Abatement:	351	Staff Assigned for Violation:	
Status:	Closed	Assigned Staff:	Emmons Pamela
IsBusiness:	No		

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

S.No.	Created_Date	Notes	Created_By
1.	12/12/2018 8:38:27 AM	POSSIBLE VIOLATIONS- . CASD had to ask for information on several occasion and was advised required documentation was missing i.e CEP had not retained evidence that customer was provided contract and Welcome Package. 305 1 B Must Maintain Copy of Contract 305 3. A. Provider must retain evidence for at least 12 months from date customer ended service.(Service ended MY 2018) 815 13 H Provision of information to the CASD.	Pamela.Emmons
2.	12/12/2018 8:32:57 AM	Attached is the resolution letter closing this case which was sent USP to customer and Email to CEP	Pamela.Emmons
3.	12/4/2018 3:27:33 PM	I attempted to reach [REDACTED] at the number provided and was unable to leave a message because the voice mail box isn't set up.	Pamela.Emmons
4.	12/4/2018 3:26:08 PM	Correspondence from EM stating that it never received payment for services and wouldn't render a refund base due to no payment; however, EM has written off the amount due because EM could not provide CASD proof that customer was provided with a Welcome Package.	Pamela.Emmons
5.	12/4/2018 12:52:28 PM	I called [REDACTED] at EM asking if the calculation have been done as noted in her email from 11/2/2018 (see attached). According to [REDACTED] EM never received any payments against the account and the amount owed had been written off. The with the complaint the write off was re-instated so the amount could be amended to SOP rates. I asked [REDACTED] to provide me with this information via email so it could be added to the case. I explained to [REDACTED] the rules and that EM should not have completed the transaction without providing [REDACTED] with a Welcome Package outlining the terms and conditions of the service as well as providing her information with how to rescinded if she so choose.	Pamela.Emmons
6.	11/6/2018 9:15:53 AM	Attached is the TVP call received on 11/1. All other requested information was omitted from the EM response to CASD requesting account information. I left word for [REDACTED] from EM to call me to discuss this case further .	Pamela.Emmons
7.	11/5/2018 8:48:14 AM	Attachment-Email string commencing on Nov 1 requesting customer information from EME and EME response re no customer records on file, e.g. contract, customer contact etc.. I have advised Deputy Director, Susan Cottle, that EME has not provided CASD with the information request because EME did not maintain its records.	Pamela.Emmons
8.	10/17/2018 1:07:48 PM	Due to high call volumes associated with a differ utility casework was delayed.	Pamela.Emmons

9. 5/10/2018 [REDACTED] does not recall signing up for Electricity Maine and would CASD Pamela.Emmons 4:34:27 PM to investigate.
10. 5/10/2018 Sheila.Pierce 3:27:28 PM
11. 5/10/2018 Sheila.Pierce Consumer was not authorized on the CMP account in January but she is now. I called her back after I had ended our conversation to get her boyfriend's name 3:25:26 PM but she has a voice mailbox that has not been set up. She is now on the CMP account so you should be able to access it that way.

CAD Case Details-Complainant's Information

Case Number : 2018-C-3766

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 :

Is your mailing address is
different than service
address :

Yes

Service Address :

Service Address
(Continued) :

Service City : Guilford

Service State :

MAINE

Service Zip Code : 04443

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 :

05/10/2018

Other Detail

Issues : DISPUTED BILLS/PAYMENTS

Disposition Detail

Case Status : Open

Disposition Type :

DISPUTED
CHARGES
REMOVED
FROM BILL

Important Decision : No

Comments :

Is Possible Violation : Yes

Other Information

Abatement Amount(\$): 351.46

Customer called CMP today to set up a PA
and only today discovered she was

enrolled in Electricity Maine. A person came to her house in January and called someone on her phone - she gave them some information - she let them see her bill - but said she did not want to enroll at that time. She did not authorize them to enroll her. They said they would send her information if she wanted to enroll in the future. She was not even authorized on the account at that time. She called them today to un-enroll and they told her it could take one-three meter readings before that shows up on her account. She called CMP and they told her to call PUC.

Customer complaint :

What Customer wants MPUC to do?

Investigate her being enrolled in Electricity Maine without authorization.

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Wednesday, October 17, 2018 1:05 PM
To: 'consumeraffairs@sparkenergy.com'
Subject: 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.

[REDACTED]
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

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Friday, November 02, 2018 4:41 PM
To: Emmons, Pamela
Subject: [EXTERNAL SENDER] 2018-C-3766

To Whom It May Concern:

After careful review of the account, EME is unable to locate the remaining information that was requested on 10/17/2018. 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 1/18/2018 (*inception date*) to 5/16/2018 (*termination date*). As such, if a credit is deemed as due, [REDACTED] will be refunded accordingly.

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

Kindest Regards,



Brandi Williams | Regulatory 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: Thursday, November 01, 2018 1:50 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-3766

Dear [REDACTED]:

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.

REDACTED

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

REDACTED

pamela.emmons@maine.gov

Poetzsch, Kathy

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

To Whom This May Concern:

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

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") claiming to have been slammed. _____ claims she did not recall signing up for service in January 2018.

Investigative Results:

- On 12/21/2017, _____ 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, _____ contacted EME to cancel the electric account claiming to have no knowledge of how the account enrolled with EME. _____ 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, _____ 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 _____ after receiving a voicemail message from _____ requesting to cancel the electric account.
 - On the same day, EME contacted _____ 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, _____ 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.

REDACTED

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

REDACTED

pamela.emmons@maine.gov

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Friday, November 02, 2018 4:41 PM
To: Emmons, Pamela
Subject: [EXTERNAL SENDER] 2018-C-3766

To Whom It May Concern:

After careful review of the account, EME is unable to locate the remaining information that was requested on 10/17/2018. 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 1/18/2018 (*inception date*) to 5/16/2018 (*termination date*). As such, if a credit is deemed as due, [REDACTED] will be refunded accordingly.

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

Kindest Regards,



Brandi Williams | Regulatory 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: Thursday, November 01, 2018 1:50 PM
To: Customer Concerns <customerconcerns@sparkenergy.com>
Subject: [EXTERNAL] RE: [EXTERNAL SENDER] 2018-C-3766

Dear [REDACTED]:

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.

REDACTED

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

REDACTED

pamela.emmons@maine.gov

Poetzsch, Kathy

From: Customer Concerns <customerconcerns@sparkenergy.com>
Sent: Tuesday, December 04, 2018 1:54 PM
To: Emmons, Pamela
Subject: [EXTERNAL SENDER] 2018-C-3766
Attachments: [REDACTED] Statement of Account.JPG

Good Morning Ms. Emmons,

Attached you will find the Statement of Account for MPUC Case #2018-C-3766. As explained, EME never received payment for the electric service supplied to [REDACTED]. For this reason, no refund is warranted.

In as much, since EME was not able to provide proof that [REDACTED] received the Welcome Letter and Terms of Service, a request has been submitted to the proper department to waive the charges.

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

Kindest Regards,



Brandi Williams | Regulatory 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: 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.

REDACTED

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

REDACTED

pamela.emmons@maine.gov

REDACTED

Main **Svc Locations** **Billing** **Prints/Charges** **Transactions** **Correspondence**

Customer Statement of Account - [REDACTED]

Search | Post Payment | Unpost Deposit | Unpost Debit | Post Debit | Print | More | Records Per Page | 50 |

View:	Statement of Account	Transaction Type:	All	From:	To:	<input type="button" value="View"/>
Transaction Date:	All Dates					
Current Balance:	\$251.46	Previous Balance:	\$251.46			

Transaction Date	Trans Type	Trans Number	Description	Service Start	Service End	Qty	Rate	Energy Charges	Other Charges	Sales Tax	Total	Amount Balance	Comments	Adjustment Reason
11/12/2018	Debit	Write Off	Write Off				\$0.00	\$0.00			\$336.59	\$251.46 (W.)		
11/08/2018	Credit		Billing Adjustment								(S87.13)	(S87.13) Rerate for service period 11/18/2018 - 05/16/2018		
09/24/2018	Credit		Write Off								(S338.59)	\$0.00		
05/19/2018	Debit		Original Invoice	04/19/2018	05/16/2018	476 KH	\$0.104886	\$49.83	\$2.77		\$52.70	\$338.59		
04/20/2018	Debit		Original Invoice	03/20/2018	04/18/2018	846 KH	\$0.104905	\$86.75	\$1.88		\$88.63	\$91.16		
03/20/2018	Debit		Original Invoice	02/17/2018	03/19/2018	677 KH	\$0.104904	\$71.02	\$1.19		\$72.21	\$194.71		
02/20/2018	Debit		Original Invoice	01/18/2018	02/16/2018	1,147 KH	\$0.104814	\$120.22	\$0.00	\$2.28	\$122.50	\$122.50		

Customer List

Poetzsch, Kathy

From: Emmons, Pamela
Sent: Wednesday, December 12, 2018 8:25 AM
To: 'Customer Concerns'
Subject: RE: [EXTERNAL SENDER] 2018-C-3766
Attachments: Resolved Letter.doc

Please find attached a resolution letter closing this case. Should you have any questions please feel free to call.

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, December 04, 2018 1:54 PM
To: Emmons, Pamela <Pamela.Emmons@maine.gov>
Subject: [EXTERNAL SENDER] 2018-C-3766

Good Morning Ms. Emmons,

Attached you will find the Statement of Account for MPUC Case #2018-C-3766. As explained, EME never received payment for the electric service supplied to [REDACTED]. For this reason, no refund is warranted.

In as much, since EME was not able to provide proof that [REDACTED] received the Welcome Letter and Terms of Service, a request has been submitted to the proper department to waive the charges.

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

Kindest Regards,



Brandi Williams | Regulatory Specialist
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