



IR DPU-DC 1-3
Attachment 3
License renewal applications

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

April 18, 2018

VIA FedEx

Secretary Mark D. Marini
Department of Public Utilities
One South Station, 5th Floor
Boston, MA 02110

**Re: PALMco Power MA, LLC 2018
2018 License Renewal Application
License Number CS-092**

Dear Secretary Marini:

Enclosed for filing with the Department of Public Utilities are the following documents for PALMco Power MA, LLC's ("PALMco") license renewal application:

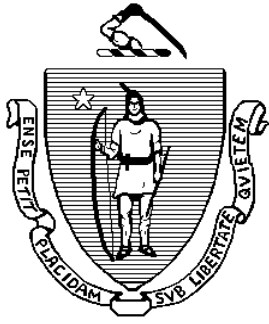
1. An original, one copy, and an electronic copy on CD-ROM of the Competitive Supplier License Renewal Application; and
2. A check in the amount of \$100.00 covering the annual fee.

Please feel free to contact me if you have any questions via phone or email at: 718.975.9018 or jcoleman@palmcoenergy.com.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Coleman".

Jennifer Coleman
Regulatory Manager
On behalf of PALMco Power MA, LLC



The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC UTILITIES

ONE SOUTH STATION, 5TH FLOOR

BOSTON, MA 02110

617-305-3500

Competitive Supplier License Application Renewal Pursuant to 220 C.M.R. § 11.00 et seq.

REQUIRES ANNUAL FEE and ANNUAL RENEWAL

Please submit an original, one copy, and an electronic copy on a CD-ROM or USB key to the address above along with a \$100.00 annual fee.

Competitive Electricity Supplier license number: **CS-092**

I. GENERAL BUSINESS INFORMATION

1. Legal Name of Applicant: **PALMco Power MA, LLC**

Doing business as (D/B/A):

2. Business Address: **8751 18th Avenue, Brooklyn, NY 11214**

3. If a corporation, association, or partnership:

(a) Organized under the laws of which state: **Massachusetts**

(b) Date of organization: **January 30, 2009**

(c) Attach a copy of the articles of incorporation, association, partnership agreement or other document regarding legal organization **only** if these documents have changed since your last renewal or original application. **PALMco's Articles or Organization have not changed since its original filing.**

(d) Attach a copy of the by-laws **only** if this document has changed since your last renewal or original application. **PALMco's by-laws have not changed.**

4. Name, Title, and Business Address of all Officers and Directors, Partners, or other similar Officials:

Robert Palmese – Managing Member

Bob Blake – Chief of Operations

Adam Bashe -- Global Chief Sales Officer

Byron (“Barney”) Farnsworth -- Vice President of Supply and Scheduling

Michelle Hofstetter -- Chief Financial Officer

Thomas Sheehy – Compliance Officer

Briana Ashiotes -- Corporate and Regulatory Counsel

The business address for all Officials is: 8751 18th Avenue, Brooklyn, NY 11214

5. Name, Title, Toll-Free Telephone Number, and Email Address of Customer Service Contact Person:

Connie Fruente

Name

Resolution Supervisor

Title

8751 18th Avenue, Brooklyn, NY 11214

Address

1 (877) 726 5862

Toll-Free Telephone Number (required)

CustomerService@PalmcoEnergy.com

Email

6. Name, Title, and Direct Telephone Number and Email Address of Regulatory Contact Person:

Jennifer Coleman

Name

Regulatory Manager

Title

8751 18th Avenue, Brooklyn, NY 11214

Address

718.975.9018

Telephone

Regulatory@PalmcoEnergy.com

Email

Fax Number and Website URL (Optional)

718. 851.2427

www.PalmcoEnergy.com

7. Name and address of Resident Agent for Service of Process (must be located in Massachusetts):

Corporation Service Company

84 State Street

Boston, MA 02109

8. Provide a description of the services (both energy-related and other) that the Applicant has provided since the company was formed.

Applicant is a for-profit company that sells electricity to retail residential, commercial, and industrial customers in the service territories of National Grid, NSTAR (now Eversource), and WMECo (now Eversource).

II. PROPOSED SERVICES

9. Place an "X" in the table below next to the service that the Applicant intends to provide competitive supplier services in Massachusetts:

	I am licensed to serve small commercial and industrial customers and do not want to expand my license to market directly to residential customers. <i>Skip questions 12-19.</i>
--	---

	I am licensed to serve small commercial and industrial customers and want to expand my license to market directly to residential customers. <i>Answer questions 12-19.</i>
X	I am licensed to serve all customer classes. <i>Skip questions 12-19.</i>

III. TECHNICAL ABILITY

10. Identify the states in which the Applicant currently provides competitive supplier services.

Applicant currently provides competitive supplier services in Massachusetts only.

IV. MARKETING AND CUSTOMER SERVICE

11. Identify all methods by which the Applicant intends to market to customers in Massachusetts:

X	Referrals/existing relationships
X	Direct mail
X	Telemarketing
X	Internet/email
	TV/radio/newspaper
X	Door-to-door
	Other:

If Applicant intends to serve residential customers and is not licensed to serve residential customers, answer questions 12-19:

12. For each marketing method identified above, state whether the method will be performed by in-house employees or outsourced/contract/third-party representatives. Provide copies of marketing materials that reflect the Applicant's latest practices.

13. If the Applicant intends to use a telemarketing campaign, provide a copy of the telemarketing script and Third Party Verification (TPV) script.

14. Describe the Applicant's plan to train sales, marketing, and customer service staff identified above. Provide copies of training materials that reflect the company's latest practices.

15. How will Applicant communicate pricing to customers?

16. For each state where the Applicant is licensed to provide electricity broker services (identified in Question 10), specify whether the Applicant serves residential customers.

17. For each state where the Applicant is licensed to serve residential customers, provide the total number of complaints per month on file with the state public utility commission over the last 24 months.
18. Provide copies of any contracts between the Applicant and potential residential customers that those customers will be required to sign. The contract(s) must be specific to the Massachusetts market and to residential customers.
19. Will Applicant apply an early termination fee? If yes, identify the early termination amount and the section of the customer contract where such fee is described.

V. LEGAL AND REGULATORY INFORMATION

20. Provide a description of the corporate structure of the Applicant (e.g., identification of parent company, affiliates, owners).

Applicant is a limited liability company organized under the laws of the State of Massachusetts.

Applicant has the following active affiliates, all of which are engaged in the sale of electricity or natural gas at retail in other states: Palmco Energy PA, LLC; Palmco Power PA, LLC; Palmco Energy NJ, LLC; Palmco Power NJ, LLC; Palmco Energy MD, LLC; Palmco Power MD, LLC; Palmco Energy OH, LLC; Palmco Power OH, LLC; Columbia Utilities, LLC; Columbia Utilities Power, LLC; Palmco Power IL, LLC; Palmco Power DC, LLC; Palmco Energy DC, LLC; Palmco Power DE, LLC; Palmco Power VA, LLC; and Palmco Energy VA, LLC.

Applicant does not have a parent company. Applicant is owned in equal percentages by the following four individuals: Robert Palmese; Christina Palmese; Ronald Palmese, Jr.; and Stephen Palmese.

21. Provide a summary of any history of bankruptcy, dissolution, merger, or acquisition of the entity in the last five years.

None.

22. Provide a statement identifying whether any director, officer, or other similar official has been convicted of a felony or held liable for any antitrust violation as described in 220 CMR § 11.05(2)(b)(17).

No director, officer, or other similar official of Applicant has been convicted of a felony or held liable for any antitrust violation as described in 220 CMR § 11.05(2)(b)(17).

23. Provide a statement identifying whether there have been any regulatory actions taken against the Applicant in any jurisdiction in the last five years.

No regulatory actions have been taken against the Applicant in any jurisdiction.

24. Provide documentation establishing that the signatories to this application are authorized so to act on behalf of the Applicant in filing this application (e.g., in the case of a corporate applicant, a vote of the board of directors authorizing the signatories to bind the corporation).

Pursuant to Sections 1.3 and 3.1 of the Applicant's Limited Liability Agreement, attached hereto as Exhibit A, Robert Palmese, as Managing Member, is authorized to act on behalf of the Applicant in filing this application.

VI. DECLARATION

I/We, **Robert Palmese, Managing Member of PALMco Power MA, LLC** declare that I have personally reviewed the above statements and that they are true and correct and complete in all material respects. I further declare that the information contained in this application was prepared and compiled under my supervision and control. I further declare that I am authorized by the applicant to file this application on its behalf. I acknowledge that I have a positive duty to ascertain the accuracy and completeness of this application and that I sign this declaration under personal pains and penalties of perjury, including, but not limited to, those provided by G.L. c. 268, § 6.

Dated this _____ day of April 2018 at _____
(day) (month) (year) (place of execution)

Signature: _____
Title: Robert Palmese, Managing Member

NOTARIZATION:
Notarial Seal:

Exhibit A
Limited Liability Agreement

**LIMITED LIABILITY COMPANY AGREEMENT
OF
PALMCO POWER MA LLC**

This Limited Liability Company Agreement (this "Agreement"), of PALMCO POWER MA LLC, is entered into as of the 1st day of September, 2009, by Christina Ann Palmese, Ronald Palmese Jr., Robert Vincent Palmese and Stephen Paul Palmese (each individually, a "Member", and collectively, "Members").

The Company has been formed as a limited liability company pursuant to and in accordance with the Massachusetts Limited Liability Company Law, as amended from time to time (the "Act"). The Members and the Managing Members (as defined below) wish to set forth certain information and agreements relating to the formation, management and operation of the Company, as follows:

ARTICLE ONE

ORGANIZATIONAL MATTERS

1.1 Name. The Company has been formed and shall conduct business under the name PALMCO POWER MA LLC (the "Company").

1.2 Purpose. The object and purpose for which the Company has been formed and the nature of the business to be conducted and promoted by the Company are to engage in any lawful activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing.

1.3 Powers. The Members hereby designate Robert Vincent Palmese as the Managing Member (the "Managing Member") of the Company. The business and operating affairs of the Company shall be managed by the Managing Member. The Managing Member shall have the power and authority to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers and authorities, statutory or otherwise, possessed by members of limited liability companies under the laws of the State of New York. In connection with the foregoing, the Managing Member is hereby authorized and empowered to act through the Company's officers and employees and other persons designated by the Managing Member in carrying out any and all of the Managing Members' powers and authorities under this Agreement, and to delegate any and all of the powers and authorities that the Managing Member possesses under this Agreement to any of the Company's officers and employees and to any other person designated by the Managing Member. Robert Vincent Palmese is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Articles of Organization of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Company may (i) acquire, hold and dispose of interests (whether by the making of investments or otherwise and on such terms and conditions

as the Managing Member may determine) in other entities, including as a partner of a partnership, a member of a limited liability company and a stockholder of a corporation, and (ii) borrow money (on such terms and conditions as the Managing Member may determine) in connection with its business.

ARTICLE TWO

MEMBER, CAPITAL AND PERCENTAGE INTERESTS

2.1 Members, Managing Member and Capital Contributions. The Members and the Managing Member of the Company shall be named on Schedule A hereto. The initial capital of the Company shall consist of \$100 and shall be contributed by the Members and the Managing Member named on Schedule A in accordance with the Percentage Interests set forth opposite such Managing Member's and such Member's name.

2.2 Assignments. Each of the Managing Members and the Member may assign in whole or in part its limited liability company interest.

2.3 Additional Contributions. Neither the Managing Member nor any of the Members is required to make any additional capital contribution to the Company.

2.4 Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the unanimous consent of the Members and the Managing Member.

ARTICLE THREE

MANAGEMENT OF THE COMPANY

3.1 Management. The business and operating affairs of the Company shall be managed by the Managing Member. The Managing Member shall have full, exclusive and complete discretion to make all decisions and take all actions deemed necessary or appropriate to carry out the purpose of the Company

3.2 Allocation of Profits and Losses. The Company's profits and losses shall be allocated pro rata to the Managing Member and the Members in accordance with their initial capital contributions.

3.3 Distributions. Distributions shall be made to the Managing Member and the Members at times and in the aggregate amounts determined by the Managing Member.

3.4 Liability. Neither the Managing Member nor any Member shall have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

ARTICLE FOUR

DISSOLUTION AND WINDING UP

4.1 Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the unanimous written consent of the Managing Member and the Members, (b) the death, retirement, resignation, expulsion, bankruptcy or dissolution of the Managing Member and the Members or (c) the occurrence of any other event which terminates the continued membership of the Managing Member and the Members in the Company or the entry of a decree of judicial dissolution under the Act.

ARTICLE FIVE

GENERAL PROVISIONS

5.1 Assurances. The Managing Member shall execute and deliver or file such certificates, instruments and documents and do and perform such other acts and things as are necessary or appropriate to comply with requirements applicable to the Company under the Act or to carry out the provisions of this Agreement.

5.2 Entire Agreement; Amendment. This Agreement and the Articles of Organization constitute the complete and exclusive statement of agreement among the Managing Members and the Members with respect to the subject matter hereof and thereof and supersedes all prior written and oral agreements among the Managing Member and the Members. Any amendments to this Agreement shall be in writing, and, except as provided in Section 2.2, require the signatures of each of the Managing Member and the Members.

5.3 Notices. All notices required or permitted to be given to the Company, the Managing Member or any Member shall be in writing (which may include facsimile) and will be deemed to have been given and received when addressed and delivered as follows: (i) if to the Company, 1350 60th Street, Brooklyn, New York 11219, phone: 718-851-6655, facsimile: 718-851-2427, Attention: Robert Vincent Palmese, President and Chief Executive Officer, at its principal place of business; or (ii) if to the Managing Member or any Member, at his/her address last specified on Schedule A hereto or in a written notice given to the Company, the Managing Member and the Member.

5.4 Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by, and construed under, the internal law, not the law of conflicts, of the state of New York.

5.5 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

5.6 Execution in Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of

which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

By: Robert Palmese
Name: Robert Vincent Palmese
Managing Member

By: Christina Ann Palmese
Name: Christina Ann Palmese
Member

By: Ronald Palmese Jr
Name: Ronald Palmese Jr
Member

By: Stephen Paul Palmese
Name: Stephen Paul Palmese
Member

SCHEDULE A

<u>Name</u>	<u>Contribution Amount</u>	<u>Percentage Interest</u>
Christina Ann Palmese 1350 60 Street Brooklyn, New York 11219	\$25	25%
Ronald Palmese Jr. 1350 60 Street Brooklyn, New York 11219	\$25	25%
Robert Vincent Palmese 1350 60 Street Brooklyn, New York 11219	\$25	25%
Stephen Paul Palmese 1350 60 Street Brooklyn, New York 11219	\$25	25%



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

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

May 1st, 2019

VIA FedEx
Secretary Mark D. Marini
Department of Public Utilities
One South Station, 5th Floor
Boston, MA 02110

**Re: PALMco Power MA, LLC d/b/a Indra Energy
2019 License Renewal Application
License Number CS-092**

Dear Secretary Marini:

Enclosed for filing with the Department of Public Utilities are the following documents for PALMco Power MA, LLC's d/b/a Indra Energy license renewal application:

1. An original, one copy, and an electronic copy on CD-ROM of the Competitive Supplier License Renewal Application; and
2. A check in the amount of \$100.00 covering the annual fee.

Please feel free to contact me if you have any questions via phone or email at: 718.975.9018 or Cgelo@indraenergy.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Christina Gelo".

Christina Gelo
Regulatory Specialist



The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC UTILITIES

ONE SOUTH STATION, 5TH FLOOR
BOSTON, MA 02110
617-305-3500

Competitive Supplier License Application Renewal Pursuant to 220 C.M.R. § 11.00 et seq.

REQUIRES ANNUAL FEE and ANNUAL RENEWAL

Please submit an original, one copy, and an electronic copy on a CD-ROM or USB key to the address above along with a \$100.00 annual fee.

Competitive Electricity Supplier license number: **CS-092**

I. GENERAL BUSINESS INFORMATION

1. Legal Name of Applicant: Palmco Power MA, LLC

Doing business as (D/B/A): Indra Energy

2. Business Address: 1515 Market Street, Suite 1200, Philadelphia, PA 19102
3. If a corporation, association, or partnership:
(a) Organized under the laws of which state: Massachusetts
(b) Date of organization: January 30, 2009
(c) Attach a copy of the articles of incorporation, association, partnership agreement or other document regarding legal organization **only** if these documents have changed since your last renewal or original application. Indra's Articles or Organization have not changed since its original filing.
(d) Attach a copy of the by-laws **only** if this document has changed since your last renewal or original application. Indra's by-laws have not changed.
4. Name, Title, and Business Address of all Officers and Directors, Partners, or other similar Officials:

Robert Palmese- Managing Member
Keenia Joseph- Director of Compliance
Penny Guida- Sr. Director of Operations
Michelle Hofstetter- Chief Financial Officer
Stephen Schemitsch- Sales Channel Manager
Laura Salvesen- Director of Billing & Operations
Kateri Guevara- Sales Operation Manager

5. Name, Title, Toll-Free Telephone Number, and Email Address of Customer Service Contact Person:

Name: Serena Lau

Title: Customer Service

Address: 1515 Market Street, Suite 1200, Philadelphia, PA 19102

Toll-Free Telephone Number (required) 1(877) 726 5862 Email: CustomerService@Indraenergy.com

6. Name, Title, and Direct Telephone Number and Email Address of Regulatory Contact Person:

Christina Gelo

Regulatory Specialist

Name

Title

1515 Market Street, Suite 1200, Philadelphia, PA 19102

Address

718-975-9018

Regualtory@indraenergy.com

Telephone

Email

Fax Number and Website URL (Optional)

718-851-2427

www.IndraEnergy.com

7. Name and address of Resident Agent for Service of Process (must be located in Massachusetts):

Corporation Service Company

84 State Street

Boston, MA 02109

8. Provide a description of the services (both energy-related and other) that the Applicant has provided since the company was formed.

Indra Energy is a for-profit company that sells electricity to retail residential, commercial, and industrial customers in the service territories of National Grid, NSTAR (now Eversource), and WMECO (now Eversource).

II. PROPOSED SERVICES

9. Place an "X" in the table below next to the service that the Applicant intends to provide competitive supplier services in Massachusetts:

	I am licensed to serve small commercial and industrial customers and do not want to expand my license to market directly to residential customers. <i>Skip questions 12-19.</i>
	I am licensed to serve small commercial and industrial customers and want to expand my license to market directly to residential customers.

	<i>Answer questions 12-19.</i>
X	I am licensed to serve all customer classes. <i>Skip questions 12-19.</i>

III. TECHNICAL ABILITY

10. Identify the states in which the Applicant currently provides competitive supplier services. **None.**

IV. MARKETING AND CUSTOMER SERVICE

11. Identify all methods by which the Applicant intends to market to customers in Massachusetts:

X	Referrals/existing relationships
X	Direct mail
X	Telemarketing
X	Internet/email
	TV/radio/newspaper
X	Door-to-door
	Other:

If Applicant intends to serve residential customers and is not licensed to serve residential customers, answer questions 12-19:

12. For each marketing method identified above, state whether the method will be performed by in-house employees or outsourced/contract/third-party representatives. Provide copies of marketing materials that reflect the Applicant's latest practices.

13. If the Applicant intends to use a telemarketing campaign, provide a copy of the telemarketing script and Third Party Verification (TPV) script.

14. Describe the Applicant's plan to train sales, marketing, and customer service staff identified above. Provide copies of training materials that reflect the company's latest practices.

15. How will Applicant communicate pricing to customers?

16. For each state where the Applicant is licensed to provide competitive supplier services (identified in Question 10), specify whether the Applicant serves residential customers.

17. For each state where the Applicant is licensed to serve residential customers, provide the total number of complaints per month on file with the state public utility commission over the last 24 months.
18. Provide copies of any contracts between the Applicant and potential residential customers that those customers will be required to sign. The contract(s) must be specific to the Massachusetts market and to residential customers.
19. Will Applicant apply an early termination fee? If yes, identify the early termination amount and the section of the customer contract where such fee is described.

V. LEGAL AND REGULATORY INFORMATION

20. Provide a description of the corporate structure of the Applicant (e.g., identification of parent company, affiliates, owners).

Applicant is a limited liability company organized under the laws of the State of Massachusetts.

Columbia Utilities Power, LLC; PALMco Power PA, LLC d/b/a Indra Energy; PALMco Power NJ, LLC d/b/a Indra Energy; PALMco Power MD, LLC d/b/a Indra Energy; PALMco Power OH, LLC d/b/a Indra Energy; PALMco Power IL, LLC d/b/a Indra Energy; PALMco Power DC, LLC d/b/a Indra Energy; PALMco Power DE, LLC d/b/a Indra Energy; Palmco Power VA; Palmco Power NY, LLC

Applicant does not have a parent company. Applicant is owned in equal percentages by the following four individuals: Robert Palmese; Christina Palmese; Ronald Palmese, Jr.; and Stephen Palmese.

21. Provide a summary of any history of bankruptcy, dissolution, merger, or acquisition of the entity in the last five years. **None.**
22. Provide a statement identifying whether any director, officer, or other similar official has been convicted of a felony or held liable for any antitrust violation as described in 220 CMR § 11.05(2)(b)(17). **No director, officer, or other similar official of Indra Energy has been convicted of a felony or held liable for any antitrust violation as described in 220 CMR § 11.05(2)(b)(17).**
23. Provide a statement identifying whether there have been any regulatory actions taken against the Applicant in any jurisdiction in the last five years. **No Regulatory Action has been taken against the Applicant in any jurisdiction.**

24. Provide documentation establishing that the signatories to this application are authorized so to act on behalf of the Applicant in filing this application (e.g., in the case of a corporate applicant, a vote of the board of directors authorizing the signatories to bind the corporation). **Pursuant to Sections 1.3 and 3.1 of the Applicant's Limited Liability Agreement, attached hereto as Exhibit A, Robert Palmese, as Managing Member, is authorized to act on behalf of the Applicant in filing this application.**

VI. DECLARATION

I, Robert Palmese, Managing Member of PALMco Power MA, LLC d/b/a Indra Energy, declare that I have personally reviewed the above statements and that they are true and correct and complete in all material respects. I further declare that the information contained in this application was prepared and compiled under our supervision and control. I further declare that I am authorized by the applicant to file this application on its behalf. I acknowledge that we have a positive duty to ascertain the accuracy and completeness of this application and that I sign this declaration under personal pains and penalties of perjury, including, but not limited to, those provided by G.L. c. 268, § 6.

Dated this 30th day of April, 2019, Kings County
(day) (month) (year) (place of execution)

Signature: 
Title: Robert Palmese, Managing Member

NOTARIZATION:
Notarial Seal:

**LIMITED LIABILITY COMPANY AGREEMENT
OF
PALMCO ENERGY MA LLC**

This Limited Liability Company Agreement (this "Agreement"), of PALMCO ENERGY MA LLC, is entered into as of the 1st day of September, 2009, by Christina Ann Palmese, Ronald Palmese Jr., Robert Vincent Palmese and Stephen Paul Palmese (each individually, a "Member", and collectively, "Members").

The Company has been formed as a limited liability company pursuant to and in accordance with the Massachusetts Limited Liability Company Law, as amended from time to time (the "Act"). The Members and the Managing Members (as defined below) wish to set forth certain information and agreements relating to the formation, management and operation of the Company, as follows:

ARTICLE ONE

ORGANIZATIONAL MATTERS

1.1 Name. The Company has been formed and shall conduct business under the name PALMCO ENERGY MA LLC (the "Company").

1.2 Purpose. The object and purpose for which the Company has been formed and the nature of the business to be conducted and promoted by the Company are to engage in any lawful activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing.

1.3 Powers. The Members hereby designate Robert Vincent Palmese as the Managing Member (the "Managing Member") of the Company. The business and operating affairs of the Company shall be managed by the Managing Member. The Managing Member shall have the power and authority to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers and authorities, statutory or otherwise, possessed by members of limited liability companies under the laws of the State of New York. In connection with the foregoing, the Managing Member is hereby authorized and empowered to act through the Company's officers and employees and other persons designated by the Managing Member in carrying out any and all of the Managing Members' powers and authorities under this Agreement, and to delegate any and all of the powers and authorities that the Managing Member possesses under this Agreement to any of the Company's officers and employees and to any other person designated by the Managing Member. Robert Vincent Palmese is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Articles of Organization of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Company may (i) acquire, hold and dispose of interests (whether by the making of investments or otherwise and on such terms and conditions

as the Managing Member may determine) in other entities, including as a partner of a partnership, a member of a limited liability company and a stockholder of a corporation, and (ii) borrow money (on such terms and conditions as the Managing Member may determine) in connection with its business.

ARTICLE TWO

MEMBER, CAPITAL AND PERCENTAGE INTERESTS

2.1 Members, Managing Member and Capital Contributions. The Members and the Managing Member of the Company shall be named on Schedule A hereto. The initial capital of the Company shall consist of \$100 and shall be contributed by the Members and the Managing Member named on Schedule A in accordance with the Percentage Interests set forth opposite such Managing Member's and such Member's name.

2.2 Assignments. Each of the Managing Members and the Member may assign in whole or in part its limited liability company interest.

2.3 Additional Contributions. Neither the Managing Member nor any of the Members is required to make any additional capital contribution to the Company.

2.4 Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the unanimous consent of the Members and the Managing Member.

ARTICLE THREE

MANAGEMENT OF THE COMPANY

3.1 Management. The business and operating affairs of the Company shall be managed by the Managing Member. The Managing Member shall have full, exclusive and complete discretion to make all decisions and take all actions deemed necessary or appropriate to carry out the purpose of the Company

3.2 Allocation of Profits and Losses. The Company's profits and losses shall be allocated pro rata to the Managing Member and the Members in accordance with their initial capital contributions.

3.3 Distributions. Distributions shall be made to the Managing Member and the Members at times and in the aggregate amounts determined by the Managing Member.

3.4 Liability. Neither the Managing Member nor any Member shall have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

ARTICLE FOUR

DISSOLUTION AND WINDING UP

4.1 Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the unanimous written consent of the Managing Member and the Members, (b) the death, retirement, resignation, expulsion, bankruptcy or dissolution of the Managing Member and the Members or (c) the occurrence of any other event which terminates the continued membership of the Managing Member and the Members in the Company or the entry of a decree of judicial dissolution under the Act.

ARTICLE FIVE

GENERAL PROVISIONS

5.1 Assurances. The Managing Member shall execute and deliver or file such certificates, instruments and documents and do and perform such other acts and things as are necessary or appropriate to comply with requirements applicable to the Company under the Act or to carry out the provisions of this Agreement.

5.2 Entire Agreement; Amendment. This Agreement and the Articles of Organization constitute the complete and exclusive statement of agreement among the Managing Members and the Members with respect to the subject matter hereof and thereof and supersedes all prior written and oral agreements among the Managing Member and the Members. Any amendments to this Agreement shall be in writing, and, except as provided in Section 2.2, require the signatures of each of the Managing Member and the Members.

5.3 Notices. All notices required or permitted to be given to the Company, the Managing Member or any Member shall be in writing (which may include facsimile) and will be deemed to have been given and received when addressed and delivered as follows: (i) if to the Company, 1350 60th Street, Brooklyn, New York 11219, phone: 718-851-6655, facsimile: 718-851-2427, Attention: Robert Vincent Palmese, President and Chief Executive Officer, at its principal place of business; or (ii) if to the Managing Member or any Member, at his/her address last specified on Schedule A hereto or in a written notice given to the Company, the Managing Member and the Member.

5.4 Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by, and construed under, the internal law, not the law of conflicts, of the state of New York.

5.5 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

5.6 Execution in Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of

which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

By: Robert Palmese
Name: Robert Vincent Palmese
Managing Member

By: Christina Ann Palmese
Name: Christina Ann Palmese
Member

By: Ronald Palmese Jr
Name: Ronald Palmese Jr.
Member

By: Stephen Paul Palmese
Name: Stephen Paul Palmese
Member

SCHEDULE A

<u>Name</u>	<u>Contribution Amount</u>	<u>Percentage Interest</u>
Christina Ann Palmese 1350 60 Street Brooklyn, New York 11219	\$25	25%
Ronald Palmese Jr. 1350 60 Street Brooklyn, New York 11219	\$25	25%
Robert Vincent Palmese 1350 60 Street Brooklyn, New York 11219	\$25	25%
Stephen Paul Palmese 1350 60 Street Brooklyn, New York 11219	\$25	25%

JOEY LEE MIRANDA

280 Trumbull Street
Hartford, CT 06103-3597
Main (860) 275-8200
Fax (860) 275-8299
jmiranda@rc.com
Direct (860) 275-8227

Also admitted in District of Columbia and
Massachusetts

Via Electronic Mail

April 24, 2020

Mark D. Marini, Secretary
Department of Public Utilities
One South Station, 5th Floor
Boston, MA 02110

Re: **PALMco Power MA, LLC d/b/a Indra Energy
Competitive Supplier License Application Renewal (CS-092)**

Dear Mr. Marini:

Attached please find PALMco Power MA, LLC d/b/a Indra Energy's Competitive Supplier and Electricity Broker License Application -- Renewal.

In accordance with the Department of Public Utilities' ("Department") March 12, 2020 Temporary Changes to Filing Requirements, an original paper version is not provided herewith, but will be retained for submission at a later date as directed by the Department.

Pursuant to COVID-19 Order No. 18 (Order Extending Certain Processional Licenses, Permits, and Registrations Issued by Commonwealth Agencies), the One Hundred Dollar (\$100.00) application fee will be submitted within ninety (90) days after the end of the state of emergency declared by Executive Order No. 591: Declaration of a State of Emergency to Respond to COVID-19.

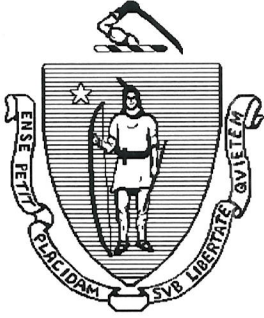
Please feel free to contact me if you have any questions or require additional information.

Sincerely,

Joey Lee Miranda

Attachment

Copy to: dpu.electricsupply@mass.gov (via electronic mail only)



The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC UTILITIES

ONE SOUTH STATION, 5TH FLOOR
BOSTON, MASSACHUSETTS 02110
617-305-3500

Competitive supplier and electricity broker license application -- renewal 220 CMR 11.05

Submit an original and one copy to: Secretary Mark D. Marini, One South Station, 5th floor, Boston, MA 02110. Submit an electronic copy of the application to: dpu.electricsupply@mass.gov. Applications must be printed on one side only. Include a check in the amount of **\$100.00, payable to the Commonwealth of Massachusetts**. Applicant must file a license renewal application annually.

Applicant license number (starts with CS or EB): CS-092
Year renewal submitted: 2020

1. Legal name of applicant: PALMco Power MA, LLC d/b/a Indra Energy
2. Business address: 1515 Market Street, Suite 1200, Philadelphia, PA 19102
3. Website URL (optional): www.Indraenergy.com
4. Name, title, toll-free telephone number, and email address of customer service contact person:

<u>Heladia Cruz</u>	<u>Customer Care Supervisor</u>
Name	Title
<u>1888-504-6372</u>	<u>CustomerCare@indraenergy.com</u>
Toll-free telephone number (required)	Email

5. Name, title, and direct telephone number and direct email address of regulatory contact person:

Michael D' Angelo	Regulatory & Corporate Counsel
Name	Title
1515 Market Street, Suite 1200, Philadelphia, PA 191012	
Address	
718.975.6611	Regulatory@indraenergy.com
Direct telephone number (required)	Email

6. Name and address of resident agent for service of process (must be located in Massachusetts):

Corporation Service Company	
Name	
84 State Street, Boston, MA 02109	
Address	

7. Provide a summary of any history of bankruptcy, dissolution, merger, or acquisition of the entity in the last year. **None.**
8. Provide a statement identifying whether there have been any regulatory actions taken against the applicant in any jurisdiction in the last year.
No regulatory action has been taken against the applicant in any jurisdiction.

DECLARATION

I, Robert Palmese, President/CEO declare that I have personally reviewed the above statements and that they are true and correct and complete in all material respects. I further declare that the information contained in this application was prepared and compiled under our supervision and control. I further declare that I am authorized by the applicant to file this application on its behalf. I acknowledge that we have a positive duty to ascertain the accuracy and completeness of this application and that I sign this declaration under personal pains and penalties of perjury, including, but not limited to, those provided by G.L. c. 268, § 6. I acknowledge that the applicant is liable for the actions of all third-party contractors whose services it may use.

Dated this 20th day of April 2020 at Kings County
(day) (month) (year) (place of execution)

Signature: *Robert Palmese*
Title: President ICEO

Signature: *Zoila Vega*
Title: Notary Public

NOTARIZATION:
Notarial seal:

