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August 20, 2013

*Via Fed Ex*

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

RECEIVED

AUG 20 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Re: *Palmco Energy PA, LLC - Application  
to Amend Gas Supplier License  
A-2009-2100320*

Dear Secretary Chiavetta:

Enclosed for filing with the Commission are clean and blacklined versions of the Palmco Energy PA, LLC Disclosure Statement, amended to incorporate the changes required in the August 8, 2013 Data Request from Paul Diskin, Director, Bureau of Technical Utility Services. Unfortunately, blacklining the "Word" version of the Disclosure Statement caused a repagination at the top of the document, somewhat distorting its appearance. However, the enclosed clean PDF copy accurately reflects the actual Disclosure Statement.

Please confirm your receipt of this filing by date stamping the enclosed copy of this letter and returning it in the self-addressed postage paid envelope provided for your convenience.

Very truly yours,

Palmco Energy PA, LLC

By:   
Peter Metzger

Cullen and Dykman LLP  
44 Wall Street  
New York, NY 10005  
Attorneys for Palmco  
Energy PA, LLC

cc: Lee Yalcin via email ([lyalcin@state.pa.us](mailto:lyalcin@state.pa.us))

*Founded 1850*

Docket No. **A-2009-2100320**  
Palmco Energy PA, LLC  
Responses to Data Request

**RECEIVED**

AUG 20 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Disclosure Statement:

To address concerns brought to our attention via informal complaints filed by consumers, we believe the following modifications to the disclosure statement are necessary to help minimize customer confusion and complaints:

**1-)** If PALMco is offering an introductory rate (as stated on the PA Gas and Power switch websites), this information should be revealed on the disclosure statement, including the applicable terms in addition to the pertinent rates which PALMCO does make known at the time the disclosure sheet is signed by customer.

**Resp 1:** This change has been made. Please see PALMco's attached clean and blacklined amended disclosure statements.

**2-)** On the disclosure sheet under both Natural Gas Price and Electric Price please ensure that the last sentence "There is no ceiling price for your electric/gas supply service" is bolded.

**Resp 2:** This change has been made. Please see PALMco's attached clean and blacklined amended disclosure statements.

**3-)** Please append a statement indicating that PALMco does not guarantee or promise rates lower than the EDC or NGDC.

**Resp 3:** This change has been made. Please see PALMco's attached clean and blacklined amended disclosure statements.

# NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT & DISCLOSURE STATEMENT



*Privately Owned*  
*Family in Business Since 1938*

Palmco Energy PA, LLC  
Palmco Power PA, LLC

1350 60<sup>th</sup> Street  
Brooklyn, NY 11219  
Phone (877) 726 - 5862  
Fax (718) 851 - 2427

www.PalmcoEnergy.com

CUSTOMER DATA

BUYER'S NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
LAST 4 DIGITS SS# / FULL TAX ID / DOB \_\_\_\_\_  
TELEPHONE (HOME) \_\_\_\_\_  
(BUSINESS) \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_

## GAS

ACCOUNT NAME
UTILITY ACCOUNT#
SERVICE ADDRESS
UTILITY

## ELECTRIC

ACCOUNT NAME
UTILITY ACCOUNT#
SERVICE ADDRESS
UTILITY

### Third Party Verification (TPV) # \_\_\_\_\_

**Natural Gas Price:** If you receive natural gas supply service from Palmco Energy PA, LLC ("Palmco Energy" or "Palmco"), for your first two billing cycles, you will pay an introductory price of \$ \_\_\_\_\_ per (Ccf, Dth, Mcf, therm). Beginning in the third billing cycle, you will pay a price that will vary from month to month based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that Palmco performs for you, and other prevailing market conditions. **There is no ceiling price for your gas supply service.**

**Electric Price:** If you receive electric supply service from Palmco Power PA, LLC ("Palmco Power" or "Palmco"), for your first two billing cycles, you will pay an introductory price of \$ \_\_\_\_\_ per kWh. Beginning in the third billing cycle, the price you pay will be based on a monthly zonal locational marginal price determined on a day ahead or real time basis, and include any supply and agency functions that Palmco Power performs for you, line loss, compliance costs, certain transmission, capacity, ancillary, and administrative costs incurred by Palmco Power, and other prevailing market conditions. **There is no ceiling price for your electric supply service.**

**Gas & Electric Service:** Your gas and/or electric supply service charges will include the estimated applicable total state taxes, but will exclude Pennsylvania state sales and county tax, if applicable. You are also responsible for paying and reimbursing Palmco for all other applicable taxes (if any), and any other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. If you are tax exempt, you must furnish Palmco an appropriate exemption certificate before your gas and/or electric supply service commences.

I would like Budget Billing: \_\_\_\_\_ (Please Initial if you would like Budget Billing.) \*Restrictions may apply.

**Method of Contracting:** Door-to-Door  Telephone  Mail  Internet  SALES AGENT'S NAME (If applicable) \_\_\_\_\_

This is an agreement between Palmco Energy and you for Gas Service, and/or Palmco Power and you for Electric Service, at each of the account addresses listed above (or in an addendum). You agree to purchase all Gas Service from Palmco Energy and/or all Electric Service from Palmco Power required to serve each of the accounts listed above (or in any addendum) (in each case the "Purchase Quantity") at a variable price, as described above and in the General Terms and Conditions of this Agreement. Palmco Energy is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply Gas Service in Pennsylvania. Our PUC license number is A-2009-2100320. Palmco Energy sets the gas commodity prices and charges that you pay. The PUC regulates distribution prices and services. Palmco Power is licensed by the PUC to offer and supply Electric Service in Pennsylvania. Our PUC license number is A-2009-2108338. Palmco Power sets the Electric Service prices and charges that you pay. The Federal Regulatory Commission regulates transmission prices and services.

**Right of Rescission —** You may cancel this Agreement at any time before midnight of the third business day after you receive a copy of this Agreement by calling Palmco at (877) 726-5862, by sending an e-mail to Palmco (Gas or Electric Service) at the following address: customerservice@palmcoenergy.com, or by writing Palmco at 1350 60th Street, Brooklyn, NY 11219

You acknowledge and understand the following: (A) You are the named customer on each of the account(s) listed above (or in any addendum), you are the spouse of the named customer on the account(s), or you are over 18 years old and authorized to make decisions concerning the account(s). (B) Any Palmco sales representative with whom you have spoken represents Palmco and is not from your natural gas distribution company ("NGDC") or from your electric distribution company ("EDC") and is not affiliated with your NGDC or EDC. (C) There is no cost to switch to Palmco as your gas or electricity supplier, or to enroll in Palmco's "Natural Gas Choice Program" or in Palmco's "Power Choice Program"; (D) Your NGDC will continue to deliver your gas and send you your gas bills and your EDC will continue to deliver your electricity and send you your electric bills. (E) Savings are not guaranteed. (F) Palmco does not guarantee or promise rates lower than your NGDC or your EDC. (G) There are no cancellation fees under this Agreement.

- You authorize Palmco to initiate service to the accounts listed above (or in any addendum), to begin your enrollment, and to obtain historical billing data, credit and other information about you ("Customer Information") from your NGDC and/or EDC and credit agencies, so that Palmco can start and continue its service to you. Palmco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or obtains Customer Information that it considers unsatisfactory.

### FOR DOOR-TO-DOOR AND TELEPHONE SALES ONLY

**YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT**

By signing below, you agree to the terms and conditions of this Agreement, including the General terms and conditions on the reverse side.

FOR \_\_\_\_\_  
*Palmco Energy PA, LLC and/or*  
*Palmco Power PA, LLC (Seller)*

BY \_\_\_\_\_ (\_\_\_\_\_)   
BUYER'S NAME (PRINT) RELATION TO ACCT NAME

BY \_\_\_\_\_ (\_\_\_\_\_)   
REPRESENTATIVE'S NAME (PRINT) ID NUMBER

BY \_\_\_\_\_   
BUYER'S SIGNATURE

BY \_\_\_\_\_   
REPRESENTATIVE'S SIGNATURE

DATE \_\_\_\_\_   
MONTH / DAY / YEAR

## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** "Generation Charge" means the charge for the production of electricity. "Transmission Charge" means the charge for moving high voltage electricity from a generation facility to the distribution lines of EDC. "Commodity Charge" means the charge for the natural gas product that is sold, measured in cubic feet, CCF, therms, or dekatherms (Dth).

**LENGTH OF AGREEMENT AND RENEWAL PROVISION.** You will buy your Gas Service from Palmco Energy and/or your Electric Service from Palmco Power for the street address(es) listed on the first page (or in any addendum) beginning on a date set by your NGDC for Gas Service and/or your EDC for Electric Service ("Starting Date") and will continue to purchase your Gas Service from Palmco Energy and/or your Electric Service from Palmco Power for an initial period of one month commencing on the Starting Date. Thereafter, your purchase of Gas Service and/or Electric Service will continue automatically on a month-to-month basis under the same terms and conditions, or with changes to your benefit (except that the price for gas or electric service may stay the same, decrease, or increase), unless you or Palmco Energy, or you or Palmco Power, terminates this Agreement by giving at least 30 days advance written notice to the other before the end of any one month term.

**CHANGE IN AGREEMENT TERMS.** Whenever Palmco Energy proposes to change the terms of service, you will receive written notification from us in each of our last three bills for supply charges or in corresponding separate mailings that precede the expiration date or the effective date of the proposed changes. We will explain your options to you in these three advanced notifications. If Palmco Power proposes to change the terms of service, Palmco will send you advance written notices at about 90 days and 60 days before the effective date of the change. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding mailing. If the NGDC is billing our charges for us, then we will provide the notices in separate corresponding mailings. We will explain your options to you in these advance notifications.

**AGENCY AND POINT OF SALE, Gas Service:** If you are receiving Gas Service, you hereby designate Palmco Energy as your agent to: (a) arrange and administer contracts and service arrangements between you and your NGDC, and between you and the interstate pipeline transporters of your gas (including capacity release, re-release, and recall arrangements); (b) negotiate and schedule with the interstate pipeline(s) the transportation of your gas from the Sales Point(s) to the Delivery Point(s), and with your NGDC for the transportation of your gas from the Delivery Point(s) to your premises; and (c) aggregate your gas with the gas supplies of Palmco Energy's other customers in order for you to qualify for transportation service and to address and resolve imbalances (if any) during the term of this Agreement. As your agent, Palmco Energy will schedule the delivery of a quantity of gas at the Sales Point(s) necessary to meet your city gate requirements based on the consumption and other information that Palmco Energy receives from your NGDC. The Sales Point(s) for the gas will be a point or points located outside of Pennsylvania selected from time to time by Palmco Energy to assure service reliability. The Delivery Point(s) for gas transported by interstate pipelines will be the city gate station(s) of your NGDC. Palmco Energy, as your agent, will arrange for the transportation of gas from the Sales Point(s) to the Delivery Point(s), and from the Delivery Point(s) to your premises.

**Electric Service:** If you are receiving Electric Service, you hereby designate Palmco Power as your agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by your EDC) for the delivery of electricity. The Sales Point(s) for the electricity will be at a point or points on the PJM administered transmission system (as the case may be) located outside the municipal and county limits of your service address location, selected from time to time by Palmco Power to assure service reliability. The Delivery Point(s) for electricity will be one or more points at which Palmco Power, as your agent, has arranged for the delivery of electricity to a third party (such as your EDC) for your account.

**BILL PAYMENT/CANCELLATION.** You will be billed and will pay Palmco Energy for Gas Service and/or Palmco Power for Electric Service based on meter readings and consumption information that Palmco Energy receives from your NGDC and/or Palmco Power receives from your EDC (in each case, the "Billing Quantity"). Palmco Energy and/or Palmco Power will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by your NGDC, EDC or any interstate transporters from the Purchased Quantities. You will receive a single bill from your NGDC and/or EDC that contains both Palmco Energy's and your NGDC's charges, and/or Palmco Power's and your EDC's charges. Your payment to Palmco Energy and/or Palmco Power is due no later than 20 days after your bill is mailed. If your payment is not received from you when due, Palmco Energy and/or Palmco Power may, after 15 days written notice to you, cancel this Agreement; provided, however, that you will still remain obligated to pay for all Gas Service and/or Electric Service sold to you prior to such cancellation. You may cancel this Agreement if you move from the street addresses written on the first page by providing Palmco Energy and/or Palmco Power at least 30 days advance written notice; but the cancellation shall apply only to the street address you move from, and not any other service addresses that may be listed for you in this Agreement. You shall pay a late payment charge on any unpaid amounts (including arrears) not received by Palmco Energy and/or Palmco Power within 25 days of the date the bill is mailed at the rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also pay Palmco Energy's and/or Palmco Power's reasonable attorneys' fees and expenses incurred by either of them in attempting to collect any payment from you.

**TITLE, RISK OF LOSS, ETC.** You and Palmco Energy and/or you and Palmco Power agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Palmco Energy and/or Palmco Power to you at the Sales Point(s). Palmco Energy and/or Palmco Power and you agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, county, or other taxing authority where your service address is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of Gas Service or Electric Service under this Agreement, you agree to pay such tax, as invoiced.

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE.** If you are receiving Gas Service from Palmco Energy, you should contact Palmco Energy if you have any questions or complaints concerning your service. If you have a question or complaint concerning your gas distribution service, billing, metering, or other services provided by your NGDC, you should contact your NGDC directly. If you are receiving Electric Service from Palmco Power, you should contact Palmco Power if you have any questions or complaints concerning your service. If you have a question or complaint concerning your electric distribution service, billing, metering, or other services provided by your EDC, you should contact your EDC directly. You can call the PUC if you are not satisfied after discussing such matters with Palmco Energy or Palmco Power. Complaints that pertain to Chapter 56 (relating to standards and billing practices for residential utility services) matters shall be handled and resolved in accordance with the applicable standards in Chapter 56. Palmco shall give the Commission access to disclosure statements, billing and other customer information resources for compliance reviews as deemed necessary by the Commission. When complaints arise and are brought before the Commission for resolution, the obligation of Palmco shall be extended to the provision of pricing information.

**CONTACT INFORMATION, Gas Service:** Gas Supplier Name: Palmco Energy PA, LLC; Gas Supplier Street Address: 1350 60th Street, Brooklyn, NY 11219 Gas Supplier Phone Number: (877)726-5862; Gas Supplier Internet Address: <http://www.PalmcoEnergy.com/>; Natural Gas Distribution Company Name: \_\_\_\_\_; Supplier of Last Resort Name: \_\_\_\_\_; Supplier of Last Resort Address: \_\_\_\_\_; Supplier of Last Resort Phone Number: \_\_\_\_\_; Public Utility Commission (PUC) address: P.O. Box 3265, Harrisburg, PA. 17105-3228; Natural Gas Competition Hotline Number: 1-888-782-3228; Universal Service Program Name: \_\_\_\_\_; Universal Service Program Phone Number: \_\_\_\_\_; **Electric Service:** Electric Generation Supplier Name: Palmco Power PA, LLC; Electric Generation Supplier Street Address: 1350 60th Street, Brooklyn, NY 11219; Electric Generation Supplier Phone Number: (877)726-5862; Electric Generation Supplier Internet Address: <http://www.PalmcoEnergy.com/>; Default Service Provider Name: \_\_\_\_\_; Default Service Provider Address: \_\_\_\_\_; Default Service Provider Phone Number: \_\_\_\_\_; Public Utility Commission (PUC) address: P.O. Box 3265, Harrisburg, PA. 17105-3228; Electric Competition Hotline Number: 1-888-782-3228; Universal Service Program Name: \_\_\_\_\_; Universal Service Program Phone Number: \_\_\_\_\_.

**ENERGY INFORMATION AVAILABLE:** If you are a Palmco Energy customer, energy efficiency information and historical billing data is available from your NGDC or Palmco Energy on request. If you are a Palmco Power customer, information on generation energy sources, energy efficiency, environmental impacts, and historical billing data is available from your EDC or Palmco Power on request.

**APPLICABLE LAWS, ETC.** This Agreement is subject to all applicable local, state, and federal laws, and the orders, rules and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including the PUC. Services provided by your EDC and/or NGDC are subject to all applicable state and federal laws, orders, rules, and regulations.

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

**LIMITATION OF LIABILITY.** If you are receiving Gas Service from Palmco Energy, as between Palmco Energy and you, you will be deemed to be in exclusive control of the natural gas and responsible for any Losses at and after the Sales Point(s), including, without limitation, any Losses that Palmco Energy incurs that result from having to resell, or its inability to resell, to another party gas supplies allocated for you. As between Palmco Energy and you, Palmco Energy will be deemed in exclusive control of the gas and responsible for any Losses until the gas is delivered to the Sales Point(s); provided, however, that in no event shall Palmco Energy's liability under this Agreement exceed the difference between the reasonable price of replacing any undelivered gas and the price of Gas Service under this Agreement. If you are receiving Electric Service from Palmco Power, as between Palmco Power and you, you will be deemed to be in exclusive control of the electricity and responsible for any damage, injury, charges, transportation fees, costs or losses (collectively, "Losses") at and after the Sales Point(s), including, without limitation, any Losses that Palmco Power incurs that result from having to resell, or its inability to resell, to another party electricity supplies allocated for you. As between Palmco Power and you, Palmco Power will be deemed in exclusive control of the electricity and responsible for any Losses until the electricity is delivered to the Sales Point(s); provided, however, that in no event shall Palmco Power's liability under this Agreement exceed the difference between the reasonable price of replacing any undelivered electricity and the price of Electric Service under this Agreement. **NEITHER PALMCO ENERGY NOR PALMCO POWER WILL BE LIABLE TO YOU, AND YOU WILL NOT BE LIABLE TO EITHER PALMCO ENERGY OR PALMCO POWER, FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.**

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

**MISCELLANEOUS.** This Agreement is the entire understanding between you and Palmco Energy and/or you and Palmco Power with respect to the subject matter hereof and there are no promises, covenants or undertakings other than those expressly set forth in this Agreement. Except as otherwise provided herein, this Agreement can only be amended by a writing signed by you and Palmco Energy and/or you and Palmco Power. You may not assign this Agreement without the prior written consent of Palmco Energy and/or Palmco Power, as the case may be. Palmco Energy and/or Palmco Power may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the PUC rules and procedures, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties. **THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH PENNSYLVANIA LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.**

**EMERGENCIES.** IF YOU ARE RECEIVING GAS SERVICE FROM PALMCO ENERGY UNDER THIS AGREEMENT, IN THE EVENT OF AN EMERGENCY, GAS OUTAGE, OR SERVICE INTERRUPTION, YOU SHOULD IMMEDIATELY CONTACT YOUR NGDC. IF YOU ARE RECEIVING ELECTRIC SERVICE FROM PALMCO POWER UNDER THIS AGREEMENT, IN THE EVENT OF AN EMERGENCY, ELECTRIC OUTAGE, OR SERVICE INTERRUPTION, YOU SHOULD IMMEDIATELY CONTACT YOUR EDC.



Palmco Energy PA, LLC
Palmco Power PA, LLC

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www.PalmcoEnergy.com

Private Family in Business Since 1988

CUSTOMER DATA
BUYER'S NAME
ADDRESS
LAST 4 DIGITS SS# / FULL TAX ID / DOB
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UTILITY

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UTILITY

Third Party Verification (TPV) #

Natural Gas Price: If you receive natural gas supply service from Palmco Energy PA, LLC...
Electric Price: If you receive electric supply service from Palmco Power PA, LLC...

Gas & Electric Service. Your gas and/or electric supply service charges will include the estimated applicable total state taxes...
I would like Budget Billing: (Please initial if you would like Budget Billing) \*Restrictions may apply.

Method of Contracting: Door-to-Door, Telephone, Mail, Internet
SALES AGENT'S NAME (if applicable)

This is an agreement between Palmco Energy and you for Gas Service, and/or Palmco Power and you for Electric Service...
Right of Rescission - You may cancel this Agreement at any time before midnight of the third business day after you receive a copy of this Agreement...

You acknowledge and understand the following: (A) You are the named customer on each of the account(s) listed above...
You authorize Palmco to initiate service to the accounts listed above (or in any addendum)...

FOR DOOR-TO-DOOR AND TELEPHONE SALES ONLY
YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

By signing below, you agree to the terms and conditions of this Agreement, including the General terms and conditions on the reverse side.

FOR Palmco Energy PA, LLC and/or Palmco Power PA, LLC (Seller)

BY BUYER'S NAME (PRINT) RELATION TO ACCT NAME

BY REPRESENTATIVE'S NAME (PRINT) ID NUMBER

BY BUYER'S SIGNATURE

BY REPRESENTATIVE'S SIGNATURE

DATE MONTH / DAY / YEAR

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## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** "Generation Charge" means the charge for the production of electricity. "Transmission Charge" means the charge for moving high voltage electricity from a generation facility to the distribution lines of EDC. "Commodity Charge" means the charge for the natural gas product that is sold, measured in cubic feet, GCF, therms, or dekatherms (Dth).

**LENGTH OF AGREEMENT AND RENEWAL PROVISION:** You will buy your Gas Service from Palmo Energy and/or your Electric Service from Palmo Power for the street address(es) listed on the first page (or in any addendum) beginning on a date set by your NGDC for Gas Service and/or your EDC for Electric Service ("Starting Date") and will continue to purchase your Gas Service from Palmo Energy and/or your Electric Service from Palmo Power for an initial period of one month commencing on the Starting Date. Thereafter, your purchase of Gas Service and/or Electric Service will continue automatically on a month-to-month basis under the same terms and conditions, or with changes to your benefit (except that the price for gas or electric service may vary the same, decrease, or increase), unless you or Palmo Energy, or you or Palmo Power, terminates this Agreement by giving at least 30 days advance written notice to the other before the end of any one month term.

**CHANGE IN AGREEMENT TERMS:** Whenever Palmo Energy proposes to change the terms of service, you will receive written notification from us in each of our last three bills for supply charges or in corresponding separate mailings that precede the expiration date or the effective date of the proposed changes. We will explain your options to you in these three advanced notifications. If Palmo Power proposes to change the terms of service, Palmo will send you advance written notices at about 90 days and 60 days before the effective date of the change. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding mailing. If the NGDC is billing our charges for us, then we will provide the notices in separate corresponding mailings. We will explain your options to you in these advance notifications.

**AGENCY AND POINT OF SALE:** Gas Service: If you are receiving Gas Service, you hereby designate Palmo Energy as your agent to (a) arrange and administer contracts and service arrangements between you and your NGDC, and between you and the interstate pipeline transporters of your gas (including capacity release, re-release, and recall arrangements), (b) nominate and schedule with the interstate pipeline(s) the transportation of your gas from the Sales Point(s) to the Delivery Point(s), and with your NGDC for the transportation of your gas from the Delivery Point(s) to your premises, and (c) aggregate your gas with the gas supplies of Palmo Energy's other customers in order for you to qualify for transportation service and to address and resolve imbalances (if any) during the term of this Agreement. As your agent, Palmo Energy will schedule the delivery of a quantity of gas at the Sales Point(s) necessary to meet your city gate requirements based on the consumption and other information that Palmo Energy receives from your NGDC. The Sales Point(s) for the gas will be a port or ports located outside of Pennsylvania selected from time to time by Palmo Energy to assure service reliability. The Delivery Point(s) for gas transported by interstate pipelines will be the city gate station(s) of your NGDC. Palmo Energy, as your agent, will arrange for the transportation of gas from the Sales Point(s) to the Delivery Point(s), and from the Delivery Point(s) to your premises.

Electric Service: If you are receiving Electric Service, you hereby designate Palmo Power as your agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by your EDC) for the delivery of electricity. The Sales Point(s) for the electricity will be at a port or ports on the PJM administered transmission system (in the case may be) located outside the municipal and county limits of your service address location selected from time to time by Palmo Power to assure service reliability. The Delivery Point(s) for electricity will be one or more points at which Palmo Power, as your agent, has arranged for the delivery of electricity to a third party (such as your EDC) for your account.

**BILL PAYMENT/CANCELLATION:** You will be billed and will pay Palmo Energy for Gas Service and/or Palmo Power for Electric Service based on meter readings and consumption information that Palmo Energy receives from your NGDC and/or Palmo Power receives from your EDC (in each case, the "Billing Quantity"). Palmo Energy and/or Palmo Power will have the option to adjust the Billing Quantity for fuel and distribution-line loss retained by your NGDC, EDC or any interstate transporters from the Purchased Quantities. You will receive a single bill from your NGDC and/or EDC that contains both Palmo Energy's and your NGDC's charges, and/or Palmo Power's and your EDC's charges. Your payment to Palmo Energy and/or Palmo Power is due no later than 20 days after your bill is mailed. If your payment is not received from you when due, Palmo Energy and/or Palmo Power may, after 15 days written notice to you, cancel this Agreement, provided, however, that you will still remain obligated to pay for all Gas Service and/or Electric Service sold to you prior to such cancellation. You may cancel this Agreement if you move from the street addresses written on the first page by providing Palmo Energy and/or Palmo Power at least 30 days advance written notice, but the cancellation shall apply only to the street address you move from, and not any other service addresses that may be listed for you in this Agreement. You shall pay a late payment charge on any unpaid amounts (including arrears) not received by Palmo Energy and/or Palmo Power within 25 days of the date the bill is mailed at the rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also pay Palmo Energy's and/or Palmo Power's reasonable attorneys' fees and expenses incurred by either of them in attempting to collect any payment from you.

**TITLE, RISK OF LOSS, ETC.** You and Palmo Energy and/or you and Palmo Power agree that title, control, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Palmo Energy and/or Palmo Power to you at the Sales Point(s). Palmo Energy and/or Palmo Power and you agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, county, or other taxing authority where your service address is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of Gas Service or Electric Service under this Agreement, you agree to pay such tax, as invoiced.

**DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE:** If you are receiving Gas Service from Palmo Energy, you should contact Palmo Energy if you have any questions or complaints concerning your service. If you have a question or complaint concerning your gas distribution service, billing, metering, or other services provided by your NGDC, you should contact your NGDC directly. If you are receiving Electric Service from Palmo Power, you should contact Palmo Power if you have any questions or complaints concerning your service. If you have a question or complaint concerning your electric distribution service, billing, metering, or other services provided by your EDC, you should contact your EDC directly. You can call the PUC if you are not satisfied after discussing such matters with Palmo Energy or Palmo Power. Complaints that pertain to Chapter 56 (relating to standards and billing practices for residential utility service) matters shall be handled and resolved in accordance with the applicable standards in Chapter 56. Palmo shall give the Commission access to disclosure statements, billing and other customer information resources for compliance reviews as deemed necessary by the Commission. When complaints arise and are brought before the Commission for resolution, the obligation of Palmo shall be extended to the provision of pricing information.

**CONTACT INFORMATION:** Gas Service: Gas Supplier Name: Palmo Energy PA, LLC; Gas Supplier Street Address: 1350 60th Street, Brooklyn, NY 11219; Gas Supplier Phone Number: (877)726-5862; Gas Supplier Internet Address: <http://www.PalmoEnergy.com/>; Natural Gas Distribution Company Name: \_\_\_\_\_; Supplier of Last Resort Name: \_\_\_\_\_; Supplier of Last Resort Address: \_\_\_\_\_; Supplier of Last Resort Phone Number: \_\_\_\_\_; Public Utility Commission (PUC) address: P.O. Box 3265, Harrisburg, PA 17105-3278, Natural Gas Competition Hotline Number: 1-888-782-3278, Universal Service Program Name: \_\_\_\_\_; Universal Service Program Phone Number: \_\_\_\_\_; Electric Service: Electric Generation Supplier Name: Palmo Power PA, LLC; Electric Generation Supplier Street Address: 1350 60th Street, Brooklyn, NY 11219, Electric Generation Supplier Phone Number: (877)726-5862, Electric Generation Supplier Internet Address: <http://www.PalmoEnergy.com/>; Electric Distribution Company Name: \_\_\_\_\_; Default Service Provider Name: \_\_\_\_\_; Default Service Provider Address: \_\_\_\_\_; Default Service Provider Phone Number: \_\_\_\_\_; Public Utility Commission (PUC) address: P.O. Box 3265, Harrisburg, PA 17105-3278, Electric Competition Hotline Number: 1-888-782-3278, Universal Service Program Name: \_\_\_\_\_; Universal Service Program Phone Number: \_\_\_\_\_.

**ENERGY INFORMATION AVAILABLE:** If you are a Palmo Energy customer, energy efficiency information and historical billing data is available from your NGDC or Palmo Energy on request. If you are a Palmo Power customer, information on generation energy sources, energy efficiency, environmental impacts, and historical billing data is available from your EDC or Palmo Power on request.

**APPLICABLE LAWS, ETC.** This Agreement is subject to all applicable local, state, and federal laws, and the orders, rules and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including the PUC. Services provided by your EDC and/or NGDC are subject to all applicable state and federal laws, orders, rules and regulations.

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

**LIMITATION OF LIABILITY:** If you are receiving Gas Service from Palmo Energy, as between Palmo Energy and you, you will be deemed to be in exclusive control of the natural gas and responsible for any Losses at and after the Sales Point(s) including, without limitation, any Losses that Palmo Energy incurs that result from having to re-sell, or its inability to re-sell, to another party gas supplies allocated for you. As between Palmo Energy and you, Palmo Energy will be deemed in exclusive control of the gas and responsible for any Losses until the gas is delivered to the Sales Point(s) provided, however, that in no event shall Palmo Energy's liability under this Agreement exceed the difference between the reasonable price of replacing any undelivered gas and the price of Gas Service under this Agreement. If you are receiving Electric Service from Palmo Power, as between Palmo Power and you, you will be deemed to be in exclusive control of the electricity and responsible for any damage, injury, charges, transportation fees, costs or losses (collectively, "Losses") at and after the Sales Point(s), including, without limitation, any Losses that Palmo Power incurs that result from having to re-sell, or its inability to re-sell, to another party electricity supplies allocated for you. As between Palmo Power and you, Palmo Power will be deemed in exclusive control of the electricity and responsible for any Losses until the electricity is delivered to the Sales Point(s), provided, however, that in no event shall Palmo Power's liability under this Agreement exceed the difference between the reasonable price of replacing any undelivered electricity and the price of Electric Service under this Agreement. **NEITHER PALMO ENERGY NOR PALMO POWER WILL BE LIABLE TO YOU, AND YOU WILL NOT BE LIABLE TO EITHER PALMO ENERGY OR PALMO POWER, FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.**

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

**MISCELLANEOUS:** This Agreement is the entire understanding between you and Palmo Energy and/or you and Palmo Power with respect to the subject matter hereof and there are no promises, covenants or undertakings other than those expressly set forth in this Agreement. Except as otherwise provided herein, this Agreement can only be amended by a writing signed by you and Palmo Energy and/or you and Palmo Power. You may not assign this Agreement without the prior written consent of Palmo Energy and/or Palmo Power, as the case may be. Palmo Energy and/or Palmo Power may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the PUC rules and procedures, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assigns of the parties. **THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH PENNSYLVANIA LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.**

**EMERGENCIES:** IF YOU ARE RECEIVING GAS SERVICE FROM PALMO ENERGY UNDER THIS AGREEMENT, IN THE EVENT OF AN EMERGENCY, GAS OUTAGE, OR SERVICE INTERRUPTION, YOU SHOULD IMMEDIATELY CONTACT YOUR NGDC. IF YOU ARE RECEIVING ELECTRIC SERVICE FROM PALMO POWER UNDER THIS AGREEMENT, IN THE EVENT OF AN EMERGENCY, ELECTRIC OUTAGE, OR SERVICE INTERRUPTION, YOU SHOULD IMMEDIATELY CONTACT YOUR EDC.

RECEIVED

Docket No. **A-2009-2100320**  
Palmco Energy PA, LLC  
Responses to Data Request

AUG 20 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

I, Robert Palmese, hereby state that the facts set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at hearing held in this matter,. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

  
\_\_\_\_\_  
ROBERT PALMESE

From: (212) 510-2273  
 Peter M. Metzger, Esq.

Origin ID: PCTA



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Cullen and Dykman LLP  
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 New York, NY 10005

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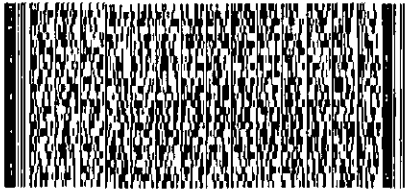


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**PA Public Utility Commission**  
**400 NORTH ST**  
**Commonwealth Keystone Building**  
**HARRISBURG, PA 17120**

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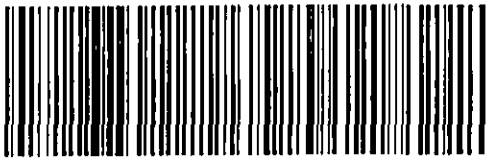
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