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August 25, 2014

Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

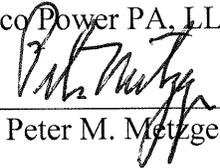
Re: *Docket No. A-2009-2108338*
Palmco Power PA, LLC – Filing of Revised Retail
Supply Agreement and Disclosure Statement

Dear Secretary Chiavetta:

Pursuant to 52 Pa. Code § 54.34(a), enclosed for filing with the Pennsylvania Public Utility Commission is the revised Supply Agreement and Disclosure Statement of Palmco Power PA, LLC.

Respectfully submitted,

Palmco Power PA, LLC

By: 
Peter M. Metzger

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

Founded 1850

BROOKLYN

LONG ISLAND

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WASHINGTON, D.C.

NEW JERSEY

NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT & DISCLOSURE STATEMENT



Privately Owned
Family in Business Since 1938

PALMco Energy PA, LLC
PALMco Power PA, LLC

1350 60th 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):

Promotion Code:

PRICE: 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 Energy performs for you, and other prevailing market conditions. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. **There is no limit on how much the price of your gas supply service will change from one billing cycle to the next.**

Electric Price. If you receive electric supply service from PALMco Power PA, LLC ("PALMco Energy 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 vary from month to month based on a monthly zonal locational marginal price determined on a day ahead or real time basis in the PJM market, 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. You will receive notification of any rate change when you receive your bill reflecting the new rate after completion of a billing cycle. **There is no limit on how much the price of your electric supply service will change from one billing cycle to the next.**

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

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) _____

PALMco Energy PA agrees to sell and you agree to buy, your full requirements for natural gas supply service, and/or PALMco Power agrees to sell and you agree to buy, your full requirements for electric supply service (such full requirements being collectively referred to herein as the "Purchase Quantities") for each of the account addresses listed above (or in an addendum) at a variable price, described below and in the General Terms and Conditions of this Agreement.

DISCLOSURES. PALMco Energy is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and gas supply service in Pennsylvania. PALMco Energy's 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 supply service in Pennsylvania. PALMco Power's 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 at the following address: customerservice@palmcoenergy.com, or by writing PALMco at 1350 60th Street, Brooklyn, NY 11219

GENERAL ACKNOWLEDGEMENTS AND UNDERSTANDINGS. You acknowledge and understand as follows: (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 each of 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 gas or electric utility and is not affiliated with your gas or electric utility; (c) there is no cost to switch to PALMco Energy as your gas supplier, or to enroll in PALMco's "Natural Gas Choice Program" and there is no cost to switch to PALMco Power as your electric supplier or to enroll in PALMco's "Power Choice Program"; (d) your utility(ies) will continue to deliver your gas and/or electricity and send you your gas and/or electric bills; (e) savings are not guaranteed; (f) PALMco does not guarantee or promise rates lower than your gas or electric utility; and (g) there are no cancellation fees under this Agreement.

CUSTOMER INFORMATION. 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 and other information about you ("Customer Information") from your gas and/or electric utility, so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information.

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 attached General Terms and Conditions.

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

Please see attached General Terms & Conditions for this agreement



Please see attached General Terms & Conditions for this agreement

GENERAL TERMS AND CONDITIONS FOR NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT & DISCLOSURE STATEMENT

Privately Owned

Family in business since 1938



PALMco Energy PA, LLC
PALMco Power PA, LLC
1350 60th Street
Brooklyn, NY 11219
Phone (877) 726 - 5862
Fax (718) 851 - 2427
www.PalmcoEnergy.com

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 the electric utility. "Commodity Charge" means the charge for the natural gas that is sold, measured either by volume (Ccf, Mcf) or heating value (dekatherms).

LENGTH OF AGREEMENT AND RENEWAL PROVISION. You agree to buy your natural gas supply service from PALMco Energy and/or your electric supply service from PALMco Power for the account(s) listed on the first page (or in any addendum) beginning on a date set by your gas utility for natural gas supply service and/or your electric utility for electric supply service (each, a "Starting Date") and you will continue to purchase your natural gas supply service from PALMco Energy and/or your electric supply service from PALMco Power for an initial period of one month commencing on the Starting Date. Thereafter, your purchase of natural gas supply service and/or electric supply service will continue automatically on a month-to-month basis under the same terms and conditions, or with changes to your benefit (with the price for natural gas or electric supply service staying the same, decreasing, or increasing), unless you or PALMco terminates this Agreement. You may terminate this Agreement by giving PALMco at least 30 days' advance notice by: (a) calling PALMco at (877) 726-5862; (b) sending a letter to PALMco at 1350 60th Street, Brooklyn, New York 11219; or (c) e-mailing PALMco at customerservice@palmcoenergy.com. You shall remain obligated to pay PALMco for all natural gas and/or electric supply service provided to you prior to the effective date of such termination. You also shall be obligated to pay any reasonable attorneys' fees, and any related costs and expenses incurred by PALMco in connection with its attempt to collect and recover same. PALMco may terminate gas or electric supply service to you by mailing notice of such termination to your service address(es) listed on the first page (or in any addendum). The effective date of any such termination will be determined by your utility.

HISTORICAL PRICE INFORMATION. You may obtain PALMco Power's previous 24 months' average monthly billed electric supply prices for your rate class and electric utility service territory by calling PALMco at (877) 726-5862 or by visiting www.palmcoenergy.com/contact, where you can email PALMco's Customer Service Department. Please be aware that historical pricing is not indicative of present or future pricing.

ENERGY INFORMATION AVAILABLE. If you are a PALMco Energy customer, energy efficiency information and historical billing data is available from your gas utility 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 electric utility or PALMco Power on request.

CHANGE IN AGREEMENT TERMS. Except in the case of a change to your benefit, whenever PALMco Power proposes to change the terms of service (except the price for electric supply service), you will receive two separate written notifications -- an Initial Notice and an Options Notice. You will receive an Initial Notice 45 to 60 days prior to the effective date of the proposed change, and an Options Notice at least 30 days prior to the effective date of the proposed change. These notifications will explain your options going forward. If PALMco Energy proposes to change the terms of service, it will send you advance written notices at about 90 days and 60 days before the effective date of the change. If PALMco is billing you directly for natural gas supply services, then it will provide the notices as a bill message, a bill insert, or in a separate corresponding mailing. If your gas utility is billing natural gas supply charges for PALMco, then PALMco will provide the notices in separate corresponding mailings. PALMco will explain your options to you in these advance notifications.

AGENCY AND POINT OF SALE. Gas Service: If you are receiving natural gas supply service from PALMco Energy, you hereby designate PALMco Energy as your agent to: (a) arrange and administer contracts and service arrangements between you and your gas utility, 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 gas utility for the transportation of your gas from the Delivery Point(s) to the 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 gas utility. The Sales Point(s) for the gas will be a point or points located outside the municipal, county, and/or state territorial limits of your service address location(s) 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 gas utility. 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 supply service from PALMco Power, you hereby designate PALMco Power as your agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by your utility) 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 located outside the municipal, county, and/or state territorial limits of your service address locations, 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 electric utility) for your account.

TITLE, RISK OF LOSS, ETC. You and PALMco agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from PALMco to you at the Sales Point(s). PALMco 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(es) is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of natural gas or electric supply service under this Agreement, you agree to pay such tax.

BILL PAYMENT/CANCELLATION. You will be billed and will pay PALMco Energy for natural gas supply service and/or PALMco Power for electric supply service based on meter readings and consumption information that PALMco receives from your utility(ies) (in each case, the "Billing Quantity"). PALMco will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by your gas utility, electric utility, or any interstate transporters from the Purchased Quantity(ies). You will receive a single bill from your gas and/or electric utility that contains both PALMco's and your utility's charges. Your payment to PALMco is due no later than 20 days after your bill is mailed. If your payment is not received from you when due, PALMco may, after 15 days written notice to you, cancel this Agreement; provided, however, that you will still remain obligated to pay for all natural gas supply service and/or electric supply service sold to you prior to such cancellation. You may cancel this Agreement if you move from the street address(es) written on the first page (or any addendum of this Agreement by providing PALMco at least 30 days' advance written notice; but the cancellation shall apply only to the service address(es) you move from, and not any other service address(es) 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 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's reasonable attorneys' fees and expenses incurred by PALMco in attempting to collect any payment from you.

INCENTIVES: If you are a new customer, you may elect either to receive Restaurant.com Gift Cards or to enroll in PALMco Cares. **Restaurant.com Gift Cards:** If you are a new PALMco natural gas supply customer with a minimum historical usage of 450 annual therms or a new PALMco electric supply

customer with a minimum historical usage of 4,500 annual kWh, you may elect to receive a Restaurant.com gift card, where, after your second billing cycle, PALMco will send you a \$25 Restaurant.com gift card for each of your enrolled accounts. The account must not be in for cancellation at the time the second bill is rendered. After every second billing cycle thereafter, up to and including your twelfth billing cycle, PALMco will send you an additional \$25 Restaurant.com gift card for each of your enrolled accounts. The account must not be in for cancellation at the time each applicable bill is rendered. You may receive a maximum of six gift cards for each qualifying account enrolled. OR **PALMco Cares:** If you are a new PALMco natural gas or electric supply customer, you may elect to enroll in PALMco Cares, where, for each of your enrolled accounts, PALMco will donate \$1.00 to the American Childhood Cancer Organization each month you are a PALMco customer. The first donation will be made after the fourth bill for each account you sign up and receive gas and/or electric supply service from PALMco. PALMco will make subsequent donations after the rendering of each bill for each enrolled account. The account must be receiving service and not be in for cancellation at the time the bill is rendered for the donation to be made. **In addition, if you are a new or existing customer** you may be eligible for PALMco's Refer-a-Friend program through which you may receive a Customer Appreciation Award for each customer you refer to PALMco Power or PALMco Energy. If you are interested, call PALMco's customer service number and tell a customer service specialist who you are and who you would like to refer. If the person you refer signs up with and starts receiving service from PALMco Power or PALMco Energy, you will receive your Award: \$50 for each gas referral to PALMco Energy, and \$25 for each electric referral to PALMco Power. There is no limit to the number of people you can refer. The referred customer must receive at least one bill before the Award will be given. If you have signed up for, but are not yet receiving service, from PALMco Power or PALMco Energy, you are not eligible for the Customer Appreciation Award. The Customer Appreciation Award is only available to the customer who made the referral and not the referred customer.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. If you are receiving natural gas supply 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 gas utility, you should contact your gas utility directly. If you are receiving electric supply 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 electric utility, you should contact your electric utility directly. You can call the Public Utility Commission 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 service) shall be handled and resolved in accordance with the applicable standards in Chapter 56. PALMco shall give the Public Utility 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 Public Utility 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 (Utility) 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/>. Electric Distribution Company (Utility) 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. 17105-3228; Electric Competition Hotline Number: 1-888-782-3228; Universal Service Program Name: _____; Universal Service Program Phone Number: _____.

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 electric and gas utility 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, gas or electric utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing pursuant to this Agreement.

LIMITATION OF LIABILITY. If you are receiving natural gas supply 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 natural gas supply service under this Agreement. If you are receiving electric supply 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 supply 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 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. You may not assign this Agreement without the prior written consent of PALMco. PALMco may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the 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 GAS UTILITY. 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 ELECTRIC UTILITY.