

**RESOLUTION #2021-29**  
**TOWNSHIP OF FRANKLIN, HUNTERDON COUNTY**

**A RESOLUTION OF FRANKLIN TOWNSHIP AUTHORIZING THE  
PURCHASE OF ELECTRICITY SUPPLY SERVICES FOR PUBLIC USE ON AN  
ONLINE AUCTION WEBSITE**

*JUNE 24, 2021*

WHEREAS, Franklin Township has determined to move forward with the EMEX Reverse Auction in order procure electricity for the Local Unit; and

WHEREAS, the Local Government Electronic Procurement Act (P.L. 2018, c. 156) (the "Act") authorizes the purchase of electricity supply service for public use through the use of an online auction service; and

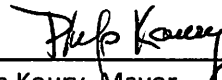
WHEREAS, Franklin Township will utilize the online auction services of EMEX, LLC, a division of Mantis Innovation an approved vendor pursuant to the Act; and

WHEREAS, EMEX, LLC is compensated for all services rendered through the participating supplier that a contract is awarded to; and

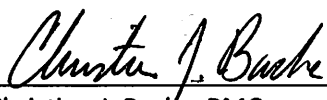
WHEREAS, the auction will be conducted pursuant to the Act.

NOW THEREFORE BE IT RESOLVED, that the Mayor of the Franklin Township is hereby authorized to execute on behalf of Franklin Township any electricity contract proffered by the participating supplier that submits the winning bid in the EMEX Reverse Auction.

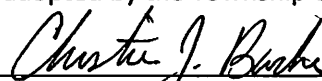
ADOPTED: 06/24/2021

  
Philip Koury, Mayor  
Township Committee

Attest and Affix Seal:

  
Christine J. Burke, RMC  
Municipal Clerk

I, Christine J. Burke, Municipal Clerk of the Township of Franklin, County of Hunterdon, do hereby certify this to be a true copy of a resolution adopted by the Township Committee at a meeting held on June 24, 2021.

  
Christine Burke, RMC  
Municipal Clerk

Dual Billed: ☐ Yes ☒ No REF ID: 

## THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE MARATHON AS YOUR ENERGY SUPPLIER

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>		CUSTOMER INFORMATION				Custom Price <input checked="" type="checkbox"/> Matrix Price <input type="checkbox"/>		
Customer Name: <b>THE TOWNSHIP OF FRANKLIN</b>				Account Name: <b>The Township of Franklin</b>				
Billing Address: <b>202 Sidney Road</b>				Service Address: <b>LOCUST GROVE RD ,202 SIDNEY RD</b>				
City: <b>PITTSTOWN</b>	State <b>NJ</b>	Zip Code: <b>08867</b>	Attention: <b>Catherine Innella</b>		City: <b>PITTSTOWN</b>	State: <b>NJ</b>	Zip Code: <b>08867</b>	
Telephone: <b>908-735-5215 x 10</b>		Cell Number:		Utility: <b>JCPL</b>	E-mail: <b>cinnella@franklin-twp.org</b>		<input type="checkbox"/> Email all future correspondence	
<input type="checkbox"/> Commercial <input type="checkbox"/> Residential		Rate Class		<input type="checkbox"/> Heating <input type="checkbox"/> Non- Heating		Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No Tax Exempt #:	Eligible for Rewards <input type="checkbox"/> Yes <input type="checkbox"/> No	100% Green Energy (Electric Only) <input type="checkbox"/>
Electricity Account # / POD ID / Customer #:				0800339800000461180 . 08016286780000686887				
Natural Gas Account # / POD ID:								
Natural Gas	Term Months	Req. Start Date:		<input type="checkbox"/> Variable	<input type="checkbox"/> Contracted Rate \$/therm (CCF)	<input type="checkbox"/> Contracted NYMEX+ \$/therm (CCF)		
Electricity	Term Months <b>24</b>	Req. Start Date: <b>8/2021</b>		<input type="checkbox"/> Variable	<input checked="" type="checkbox"/> Contracted Rate \$ <b>.088</b> /kwh			
Variable:	The initial monthly price is \$ _____ for gas and \$ _____ for electricity. This price is effective until _____. Thereafter, the commodity price will change each month and may be higher or lower than the LDC price. All prices include NJ Sales Tax.							
Special Comments:	Rate is based on historical usage of prior year. Any deviation in usage greater than <u>25</u> % of usage indicated on Schedule A may result in additional charges. <input type="checkbox"/> (Does not include Line Losses if box is checked)							

## Environmental Disclosure:

The NJ BPU requires all TPS agreements to make their environmental disclosures available to their customers.  
Marathon's disclosure can be found at: <http://mecny.com/NJ-EID-label-template.xlsx>

## Customer Representations:

1. The individual signing this Agreement is the customer of record or signing on behalf of customer.
2. The individual signing this Agreement is authorized to make the change to a Third Party Supplier ("TPS").
3. The Customer voluntarily wishes to make the TPS change.
4. The individual signing this Agreement has reviewed and agrees to the accompanying Terms and Conditions.
5. **Marathon Energy does not offer Utility Price Matching or guarantee savings.**
6. Customer has been advised of all risks associated with signing this contract.

IN WITNESS WHEREOF Customer and Marathon hereby accept all Terms & Conditions set forth on these pages and incorporated herein, and have caused this agreement to be executed:

For Marathon Energy:

For Customer:

The Township of Franklin

Marathon Signature

Agent/Broker Name Printed

Date

Customer's Signature

Printed Name &amp; Title

Date

Marathon reserves the right to reject any agreement that proves to be unacceptable upon Marathon's Internal Review.  
Marathon will only notify said customer if the agreement is NOT accepted.  
This page is part of the terms and conditions of your agreement.

Office Use Only Legacy ID:

Approved by:

Date:

In the case of telephonic or electronic acceptance, such execution or acceptance shall be deemed provided pursuant to the methods authorized under NJ A.C. 14:4-2.3(c).

## NEW JERSEY ELECTRIC THIRD-PARTY SUPPLIER CONTRACT SUMMARY

Customer/Contact Name: <b>THE TOWNSHIP OF FRANKLIN</b>			Account Name: <b>The Township of Franklin</b>
Service Address: <b>LOCUST GROVE RD ,202 SIDNEY RD</b>			Account/LDC Number:
City: <b>PITTSTOWN</b>	State: <b>NJ</b>	Zip Code: <b>08867</b>	<b>08003398000000461180 . 08016286780000686887</b>
Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your electric supply from this supplier			Marathon Power LLC d/b/a Marathon Energy ("Marathon") 302 Main Street, Paterson, NJ, 07505, Telephone: 888-378-9898 <a href="http://www.mecny.com">www.mecny.com</a> ; <a href="mailto:info@mecny.com">info@mecny.com</a> BPU license #: E/GSL0105 Marathon will be responsible for providing your natural gas and/or electricity supply
Price Structure			Variable Rate: Marathon's Variable Rate reflects the cost of electricity (including energy, UFE losses, capacity, balancing, settlement, ancillaries, renewable energy requirements, etc.), related transmission and distribution charges, and other market-related factors, plus all applicable taxes, fees, charges or assessments and Marathon's costs, expenses, and margins. There are no applicable price ranges or ceilings. Weather patterns may cause increases to the variable rate
Generation/Supply Price			Contracted Rate: You will receive a contracted rate for <sup>24</sup> months from the requested start date at a rate of \$.088 per kWh; thereafter, variable. All rates are subject to change pursuant to Sections 3 and/or 16
Statement Regarding Savings			Marathon does not offer Utility Price Matching or guarantee savings. Marathon's supply price may not always provide savings to the Customer
Amount of Time Required to Change from TPS Back to Default Service or to Another TPS			A request to release an account from Marathon supply services could take 30-90 days from the request date as determined by the LDC's meter read schedule
Incentives			The Rewards Program is open to Marathon customers in good-standing, 18 years of age or older, that elect to participate in the Rewards Program at the time of enrollment with Marathon. Customer may not participate in the Rewards Program unless their participation is confirmed on the first page of the Agreement. Each Customer must enroll manually for the points program online at <a href="http://www.mecny.com">www.mecny.com</a> – it will not be done automatically with the opening of an account. Points are earned post enrollment (not retroactively). Please see your contract for more information on Marathon's Rewards Program
Right to Cancel/Rescind			Residential customers will have seven calendar days from the date of the LDC's confirmation notice to contact the LDC and cancel this contract. Thereafter, this agreement may be canceled pursuant to the conditions described below in the section regarding cancellation. Non-residential customers have no right to rescind
Contract Start Date			Start date for all customers will be the assigned date by the LDC
Contract Term/Length			Your Contracted rate is in effect for <u>24</u> months ("Initial Term") from the requested start date; thereafter, this Agreement will continue as a variable rate pursuant to the terms of this agreement
Cancellation/Early Termination Fees			The cancellation fee is equivalent to the multiplication of the (i) difference between the Contracted rate price set forth in this Agreement and the calculation by Marathon of the contracted price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the volumes indicated in Schedule A. See Section 5
Renewal Terms			For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Marathon, or if you do not renew your service with Marathon, until terminated either by you or Marathon. All other customers will receive a notice at least 30 days prior to the end of their Initial Term that detail the customer's renewal options
Distribution Company Information			<u>EDC Emergency Contacts:</u> ACE (800) 833-7476 JCP&L (888) 544-4877 PSE&G (800) 436-7734 RECO (877) 434-4100  <u>EDC Customer Service:</u> ACE (800) 642-3780 or <a href="http://www.atlanticcityelectric.com">www.atlanticcityelectric.com</a> JCP&L (800) 662-3115 or <a href="http://www.firstenergycorp.com/jersey_central_power_light.htm">www.firstenergycorp.com/jersey_central_power_light.htm</a> PSE&G (800) 436-7734 or <a href="http://www.pseg.com">www.pseg.com</a> RECO (877) 434-4100 or <a href="http://www.oru.com">www.oru.com</a>  The EDC will continue to deliver your electricity and you will continue to pay them for this service. You should call your EDC in the event of any emergencies or outages

ENVÍANOS UN CORREO ELECTRÓNICO PARA UN RESUMEN DEL CONTRATO EN ESPAÑOL: [info@mecny.com](mailto:info@mecny.com).

## NEW JERSEY NATURAL GAS THIRD-PARTY SUPPLIER CONTRACT SUMMARY

Customer/Contact Name: <b>THE TOWNSHIP OF FRANKLIN</b>			Account Name: <b>The Township of Franklin</b>
Service Address: <b>LOCUST GROVE RD ,202 SIDNEY RD</b>			Account/LDC Number:
City: <b>PITTSTOWN</b>	State: <b>NJ</b>	Zip Code: <b>08867</b>	
Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your natural gas supply from this supplier			Marathon Power LLC d/b/a Marathon Energy ("Marathon") 302 Main Street, Paterson, NJ, 07505, Telephone: 888-378-9898 <a href="http://www.mecny.com">www.mecny.com</a> ; <a href="mailto:info@mecny.com">info@mecny.com</a> BPU license #: E/GSL0105 Marathon will be responsible for providing your natural gas and/or electricity supply
Price Structure			Variable Rate: Marathon's Variable Rate reflects the cost of natural gas (including commodity, fuel losses, capacity, storage and balancing, etc.), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Marathon's costs, expenses and margins. There are no applicable price ranges or ceilings. Weather patterns may cause increases to the variable rate
Generation/Supply Price			Contracted Rate: You will receive a contracted rate/adder for _____ months from the requested start date at a rate of _____ per therm; thereafter, variable. All rates are subject to change pursuant to Sections 3 and/or 16
Statement Regarding Savings			Marathon does not offer Utility Price Matching or guarantee savings. Marathon's supply price may not always provide savings to the Customer
Amount of Time Required to Change from TPS Back to Default Service or to Another TPS			A request to release an account from Marathon supply services could take 30-90 days from the request date as determined by the GDC's meter read schedule
Incentives			The Rewards Program is open to Marathon customers in good-standing, 18 years of age or older, that elect to participate in the Rewards Program at the time of enrollment with Marathon. Customer may not participate in the Rewards Program unless their participation is confirmed on the first page of the Agreement. Each Customer must enroll manually for the points program online at <a href="http://www.mecny.com">www.mecny.com</a> – it will not be done automatically with the opening of an account. Points are earned post enrollment (not retroactively). Please see your contract for more information on Marathon's Rewards Program
Right to Cancel/Rescind			Residential customers will have seven calendar days from the date of the LDC's confirmation notice to contact the LDC and cancel this contract. Thereafter, this agreement may be canceled pursuant to the conditions described below in the section regarding cancellation. Non-residential customers have no right to rescind.
Contract Start Date			Start date for all customers will be the assigned date by the LDC
Contract Term/Length			Your Contracted rate is in effect for _____ months ("Initial Term") from the requested start date; thereafter this Agreement will automatically renew into a variable rate pursuant to the terms of this agreement
Cancellation/Early Termination Fees			The cancellation fee is equivalent to the multiplication of the (i) difference between the Contracted rate price set forth in this Agreement and the calculation by Marathon of the contracted price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the volumes indicated in Schedule A. See Section 5
Renewal Terms			For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Marathon, or if you do not renew your service with Marathon, until terminated either by you or Marathon. All other customers will receive a notice at least 30 days prior to the end of their Initial Term that detail the customer's renewal options
Distribution Company Information			<u>GDC Emergency contact:</u> PSE&G (800) 436-7734 NJNG (800) 427-5325 SJG (800) 582-7060 Elizabethtown (800) 492-4009  <u>GDC Customer Service:</u> PSE&G (800) 436-7734 or <a href="http://www.pseg.com">www.pseg.com</a> NJNG (800) 221-0051 or <a href="http://www.njng.com">www.njng.com</a> SJG (888) 766-9900 or <a href="https://southjerseygas.com">https://southjerseygas.com</a> Elizabethtown (800) 242-5830 or <a href="http://www.elizabethtowngas.com">www.elizabethtowngas.com</a>  The natural gas distribution company (GDC) will continue to deliver your natural gas and you will continue to pay them for this service. You should call your EDC in the event of any emergencies or outages

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**THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE MARATHON AS YOUR ENERGY SUPPLIER**

1. **Agreement to Sell and Purchase Energy.** This is an agreement between Marathon Power LLC D/B/A Marathon Energy ("Marathon"), an independent Third Party Supplier (TPS), and you ("Customer") under which Customer authorizes Marathon to initiate natural gas and/or electricity supply service and begin Customer's enrollment with Marathon ("Agreement"). The purpose of this Agreement is to authorize a change in Customer's Third-Party Supplier. Customer agrees to obtain natural gas supply/electric supply service from Marathon. Subject to the terms and conditions of this Agreement, Marathon agrees to sell, and Customer agrees to purchase and accept, all the natural gas and/or electricity required to serve Customer's account(s) listed on Schedule A of this Agreement ("Base Load"). Marathon does not guarantee savings under this Agreement. Customer's utility ("LDC") will continue to deliver the natural gas and/or electricity supplied by Marathon. Marathon is not affiliated with and does not represent Customer's LDC. Marathon is a Third Party Supplier licensed by the Board of Public Utilities under license numbers ESL-0105 and GSL-0105. Your LDC is your Electric Distribution Company ("EDC") and/or your Gas Distribution Company ("GDC").
2. **Information Release Authorization.** Customer authorizes Marathon to obtain and review "Customer Information" as said is defined in N.J.A.C. 14:4-1.2, which includes, but is not limited to, customer name, address, telephone number, usage habits or history, peak demand and payment history, and information regarding Customer's credit history from credit reporting agencies. This information may be used by Marathon to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Marathon. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Marathon or by calling Marathon at 1.888.378-9898. Marathon reserves the right to terminate this Agreement pursuant to the provisions of Section 7 of this Agreement in the event Customer rescinds the authorization.
3. **Pricing.** Customer's pricing under this Agreement shall be as follows, based on the pricing selection identified on the first page of this Agreement:
  - a. **Electricity/Natural Gas Variable Pricing:** If Customer is receiving electricity or natural gas supply service at a variable price, Customer shall be billed at a variable price that may vary each billing cycle based on the costs, including but not limited to commodity, losses, capacity, NYMEX, basis, storage and balancing, ancillary services, related transmission and distribution charges, all supply and agency functions that Marathon performs for the Customer, transportation to the Delivery Point, plus all applicable taxes, fees, charges or other assessments plus Marathon's costs, expenses, and profit margins. There is no guaranteed savings compared to the Utility rate; your rate may be higher than the Utility rate, and there is no limit on how much the price of supply service may change from one billing cycle to the next.
  - b. **Electric and/or Natural Gas Contracted Rate Pricing:** If Customer is receiving natural gas or electric supply service at a Contracted Rate price, Customer will be billed at the Contracted rate indicated on the first page of this Agreement for the Initial Contracted Rate Term, subject, among other things, to Section 3(e) and Section 16(b) of this Agreement.
  - c. **Natural Gas NYMEX+ Pricing:** If Customer is receiving natural gas supply service at a NYMEX + price for the Initial Index Price Term, Customer shall be billed at a floating price that will vary from month to month based on the Henry Hub Natural Gas Monthly settled per therm price (converted to ccf/mcf where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the Contracted adder per therm (converted to dth/ccf/mcf where applicable) set forth on the first page of this Agreement, subject, among other things, to Section 3(e) and Section 16(b) of this Agreement.
  - d. **All Pricing:** Under all pricing options, Customer is also responsible for paying and reimbursing Marathon for all applicable taxes and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales and use taxes imposed on Marathon and/or Customer by federal, state, and/or local authorities that Marathon passes through to Customer. If Customer is tax exempt or eligible for economic development incentives, Customer must furnish Marathon with an exemption certificate or other evidence of same satisfactory to Marathon before service commences.
  - e. **Price Adjustments:** Notwithstanding anything else set forth herein, the following potential adjustments may impact Customer's price under this Agreement:
    - i. **Service Class:** If during the enrollment process the LDC determines that Customer's service classification is different from the service classification indicated on the first page of this Agreement, Marathon reserves the right to adjust Customer's price under this Agreement to reflect that of the service classification identified by the LDC.
    - ii. **Transportation Adjustment Clause Charge:** If Customer is receiving electricity and/or natural gas supply service under a Contracted Rate or NYMEX + price and Customer's gas utility shifts any Charge from Customer's delivery charges to Customer's supply portion, Marathon may adjust Customer's supply price to include such additional Charge. Marathon will provide Customer 30 days' written notice of any such adjustment in charges.
    - iii. **Quantity Variances:** Unless otherwise indicated on the first page of this Agreement, for all Contracted Rate, LMP Index + and NYMEX + agreements, if usage in any period exceeds the level of usage in the same period indicated in the "Usage Base Load" on Schedule A by more than the tolerance band indicated, Marathon reserves the right to charge Customer the current variable price for all usage in excess of the Usage Base Load. If Customer's usage in any period falls by the tolerance band indicated or more below the level of usage in the same period indicated in the Usage Base Load, Marathon reserves the right to charge such Customer an additional amount equal to the Contracted rate indicated on the first page of this agreement multiplied by the difference between the Usage Base Load and Customer's actual usage. Marathon also reserves the right to charge Customer for all hedging, cash-out, settlement, and/or balancing costs related to the positive difference between the Usage Base Load and actual usage. The previous 12 months of the Customer's historical usage obtained from the LDC shall be used where no Usage Base Load addendum is attached hereto.
    - iv. **Changes in Capacity, Transmission or Transmission Related Charges, Environmental Attributes, Non-Market Based Rates, or POR rates:** Any increase in obligations (net quantity or net price/cost) from the Contracted Capacity, pipeline or transmission construct, Transmission Values, Purchase of Receivables (POR), Environmental Attributes (e.g. RECs, ZECs, ORECs, carbon, or any other future environmental related surcharge that may be imposed), Non-Market Based Rates (e.g. Black Start, Reactive Supply & Voltage Control, ISO administration) at the time of this Agreement, specified in Schedule A, or in effect at the time of contract consummation, may result in the additional cost being passed through at the prevailing market rate. As such, Marathon reserves the right to pass through to Customer any and all fees, costs, expenses, and charges associated with and/or arising out of any change to Customer's capacity obligation, transmission obligation, pipeline allocation, gas capacity rates, POR rates, any change in the price or cost of environmental attributes (including zero-emission credits or ZECs), or any changes outside of Marathon's control since the time of contracting. This may result in a change in price. Schedule A shall be provided to Customer upon acceptance of this Agreement.
    - v. **Net Metering:** The Customer must notify Marathon of their generation and net metering equipment, if any, prior to enrollment or, once enrolled with Marathon, at least sixty (60) days written notification must be submitted to Marathon prior to installation of net metering equipment. If Customer fails to provide such notice, Marathon may adjust Customer's supply price or terminate this Agreement upon 30 days' written notice prior to the termination of service.
4. **Term.** This Agreement shall commence as of the date Customer's notice regarding the change of TPS is deemed effective by the LDC and shall continue for the period of time set forth on the first page of this Agreement (the "Initial Term"). Marathon will provide notice to Customer at least 30 days prior to the date upon which the Initial Term of this Agreement will end. If the service start date is delayed for any reason, through no fault of Marathon (blocked account, customer delay), then the end date may be adjusted to the originally intended service end date. For residential customers, following

the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Marathon, or if you do not renew your service with Marathon, until terminated either by you or Marathon upon 30 days' advance written notice of termination to the other party. All other customers will receive a written notice to the end of their Initial Term that detail the customer's renewal options. Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. Such new terms will become effective by obtaining authorization through the methods set forth in applicable regulations or by obtaining customer's written consent. While receiving service on a month-to-month basis, Customer or Marathon may cancel or terminate this Agreement upon 30 days' advance written notice of termination to the other party.

5. **Termination of Agreements during the Initial Term:** If there is a material adverse change in the business or financial condition of Customer during the Initial Term of the Agreement, or a material adverse change in the cost to Marathon to continue supplying and/or servicing this Customer, as determined by Marathon at its sole discretion, or if Marathon terminates its service offerings in Customer's LDC service territory or across New Jersey, or if such Customer fails to meet any of its obligations under this Agreement, then in addition to any other remedies Marathon may have, Marathon may terminate this Agreement upon 30 days' written notice to Customer. In addition, if Customer terminates this Agreement prior to the end of the Initial Term, Customer shall pay Marathon all outstanding gas and/or electric supply charges and other amounts owing to Marathon as well as reasonable attorneys' fees and expenses incurred by Marathon in connection with Marathon's attempt to collect and recover same. If Customer terminates this Agreement by returning to Customer's LDC or switching to another TPS, the effective date of any such switch from Marathon will be determined by Customer's LDC. As an Early Termination Fee ("ETF"), if Customer terminates this Agreement prior to the end of the Initial Term, or if Marathon terminates this Agreement due to Customer's breach of this Agreement, Customer shall pay Marathon, in addition to any other applicable charges, the projected amount of natural gas and/or electricity to be consumed by customer for the remainder of the Initial Term multiplied by the difference between the price in effect for the remainder of the current Term and the price at which Marathon can sell such gas and/or electricity following the termination. Notwithstanding the above, a residential Customer is permitted to terminate this Agreement, with forty-eight (48) hours' notice, without penalty, as a result of relocation within or outside your LDC's franchise area, a disability that renders you unable to pay for Marathon's service, and/or the Customer of record's death. For a residential customer, there is no charge for starting or stopping electric generation service if done within the terms of this Agreement.
- i. **Billing:** Customer's LDC or Marathon may send Customer a single bill for both supply and delivery charges ("Consolidated Billing"), or Customer's LDC may send a separate bill for Customer's delivery charges and Marathon may send Customer a separate bill for Customer supply and charges ("Dual Billing"). Marathon does not offer budget billing for Marathon's charges. Customer will pay Marathon for natural gas supply service and/or electric supply service based on meter readings and consumption information measured by and/or received from Customer's LDC ("Billing Quantity"). Marathon will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by the LDC and interstate transporters from the Purchase Quantity. Payment for gas and/or electric supply service is due on Customer's receipt of the bill(s). Customer shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Marathon within twenty (20) days of the date of the bill at a rate of 1.5% per month or the maximum attorneys' fees and expenses incurred by it in collecting any payment from you. Marathon may delay enforcing its rights and/or accept late payments, partial payments, or partial payments marked to the effect of "payment in full" without losing any of its rights under this Agreement or applicable law. Customer payments remitted for Consolidated Billing that are not in dispute shall be allocated in the following order of priority of payment: (1) to amounts owed to avoid termination, suspension, or disconnection of commodity or delivery service; (2) to amounts owed under a deferred payment agreement; (3) to arrears; and (4) to current charges not associated with a deferred payment agreement. Payments will be pro-rated to the charges within each of the above categories in proportion to Marathon's and the LDC's charges in that category. Marathon may assign and sell Customer accounts receivable to the LDC. In the event of failure of a residential customer to remit payment when due, Marathon may terminate commodity service and seek suspension of distribution service; provided, however, that Customer will remain obligated to pay for all gas and/or electricity sold to Customer prior to such termination. Failure by a non-residential customer to remit full payment of Marathon charges due on any Consolidated Bill prepared by the LDC or Marathon will be grounds for disconnection of utility services in accordance with applicable NJ BPU rules and regulations on the termination of service. A \$30.00 fee will be charge for all returned payments.
7. **TPS Termination Rights.** The services provided by Marathon to Customer are governed by the Terms & Conditions of this Agreement. Marathon shall have the right to terminate this Agreement in the event of a breach of the term(s) of the Agreement by Customer, including, but not limited to, failure to remit payment as required under this Agreement. Marathon may cancel this Agreement at any time and for any reason. Marathon will provide at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition; however, Marathon may terminate this Agreement, regardless of whether Customer remedies the condition that triggered the termination notice. A final bill will be rendered within thirty (30) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading. Switching to a competitive TPS is not mandatory and Customer has the option of remaining with the LDC for basic gas supply service or basic electric generation service.
8. **Residential Rescission Customer Rights.** Customer will receive a confirmation notice of its choice of TPS, and, if residential, Customer will have 7 calendar days from the date of such confirmation notice to contact the LDC and rescind its selection. This Agreement shall not be effective upon the residential Customer until the 7-day confirmation period has expired, and the Customer has not, directly or indirectly, rescinded the selection. There is no charge for the Residential Customer for starting or stopping gas or electricity supply service if done within the terms of this rescission period.
9. **Agency.**
  - **Gas:** Customer hereby designates Marathon as agent to (a) arrange and administer contracts and service arrangements between Customer and Customer's LDC and between Customer and the interstate transporters of Customer's natural gas (including capacity release, re-release and recall arrangements); (b) nominate and schedule with interstate pipeline(s) the transportation of Customer's natural gas supplies from the Sales Point(s) to the Delivery Point(s), and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate, if necessary, Customer's natural gas supplies with such supplies of other customers served by Marathon to qualify for LDC transportation service, and to address and resolve imbalances (if any) that may arise during the term of this Agreement. As Agent of Customer, Marathon will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements based on the consumption and other information that Marathon receives from the LDC. The Sales Point(s) for the natural gas will be a point or points located outside of New Jersey selected from time to time by Marathon to assure service reliability. The Delivery Point(s) for the natural gas transported by the interstate pipeline(s) will be the city gate stations of the LDC. As Customer's agent, Marathon agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Point(s) to the Delivery Point(s) and from the Delivery Point(s) to the Customer's end-use premises. These services are provided on an arm's-length basis.
  - **Electric:** Customer hereby designates Marathon as agent to: (a) arrange and administer contracts and service agreements between Customer and Marathon and those entities including the PJM interconnection engaged in the generation, transmission, and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. Marathon as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the PJM Marathon load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.
10. **Title, Risk of Loss.** Title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Marathon to Customer at the Sales Point(s). Marathon and Customer agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, county or other taxing authority where Customer's 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 under this Agreement, Customer agrees to pay such tax. Customer and Marathon agree that title to, control of, & risk of loss to the natural gas/electricity supplied by Marathon under this Agreement will transfer from Marathon to Customer at the Sales Point(s). Marathon will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to natural gas/electricity provided hereunder.

- 11. No Warranties.** MARATHON MAKES NO REPRESENTATIONS, WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND MARATHON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.
- 12. Force Majeure.** Marathon will make commercially reasonable efforts to provide natural gas and/or electricity supply service hereunder, but Marathon does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Marathon ("Force Majeure Events") may result in interruptions in service. Marathon will not be liable for any such interruptions caused by a Force Majeure Event. A Force Majeure Event means a material or unavoidable occurrence beyond Marathon's control and shall include but not be limited to acts of God or public enemy, fire, flood, storm, hurricane, explosion, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), changes in laws rules, or regulations of any governmental authority, pandemics, or other medical outbreaks or emergencies, or any other cause beyond Marathon's control.
- 13. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR MARATHON WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND MARATHON, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST MARATHON WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM MARATHON, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND MARATHON ACKNOWLEDGE THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF ANY RIGHTS YOU HAVE UNDER NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS.
- 14. Contact Information.** Customer may contact Marathon's Customer Service Center at 1.888.378-9898, Monday to Friday 8:00 a.m. - 4:00 p.m. EST (contact center hours subject to change) or write to Marathon at 302 Main Street, Paterson, NJ 07505. You may contact the LDC customer service at:

Atlantic City Electric	1-800-642-3780	Elizabethtown Gas	1-800-242-5830
Jersey City Power & Light	1-800-662-3115	New Jersey Natural Gas	1-800-221-0051
PSE&G	1-800-436-7734	South Jersey Gas	1-888-766-9900
Rockland Electric	1-877-434-4100		

- 15. Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions.** Any questions or complaints should be directed to Marathon's Customer Service Center. The parties are required to use their best efforts to resolve any disputes that may arise. Any unresolved disputes may be presented to a court of competent jurisdiction in New Jersey. During the pendency of any dispute, Customer must pay all bills in full, except for the specific disputed amount, if any. Alternatively, a dispute or complaint relating to a residential customer may be submitted by either party at any time to the BPU Division of Customer Assistance at 1-800-624-0241 or via email at: <http://www.state.nj.us/bpu/assistance/complaints/inquiry.html>.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MARATHON AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY. MARATHON AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. MARATHON AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION. NOTHING IN THIS AGREEMENT SHALL REQUIRE CUSTOMER TO WAIVE ANY RIGHTS CUSTOMER HAS UNDER NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS.

#### 16. Applicable Laws.

- Applicable Laws.** This Agreement is subject to all applicable federal, state, and local laws, and the orders, rules, and regulations of the governmental agencies having jurisdiction over the subject matter of this Agreement, including the NJBPU. This Agreement shall be construed under and shall be governed by the laws of the State of New Jersey without regard to the application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New Jersey.
- Regulatory or Other Changes.** Marathon and Customer recognize that a change in any law, rule, regulation, guideline, procedure, tariff, utility, ISO design, ICAP tag, transmission wire or pipeline construct, gas capacity release, formula or formula input, demand charge, transmission value, Environmental Attribute (e.g. RECs, ZECs, carbon), Non-Market Based Rates (e.g. NTAC, SSC&D, Black Start), regulatory structure, or the interpretation or application of any of the foregoing applicable to Marathon or this Agreement by any entity, including but not limited to the LDC, NJBPU, Federal Energy Regulatory Commission or the PJM Interconnection (each, a "Regulatory or Other Change") could materially impact a term, condition, or provision of this Agreement including, but not limited to price. Marathon and Customer further recognize that Marathon's ability to perform under this Agreement or the financial impact of a Regulatory Change that occurred prior to the date the parties executed this Agreement (the "Execution Date") may not be known until a future date. Accordingly, Marathon retains the right, at its sole discretion to (i) terminate this Agreement and return the Customer to the LDC at the next available meter read date; (ii) modify this Agreement to reflect a Regulatory Change that occurs after the Execution Date, including modifying Customer's price; and/or (iii) pass through to Customer any capital, operating, commodity, or other costs it incurs as a result of a Regulatory or Other Change ("New Costs") that occurred prior to the Execution Date where such: (a) New Costs were unknown or (b) New Costs did not become effective until after the Execution Date. In all cases, Marathon shall provide 30 days' prior written notice to Customer of any termination or modification to this Agreement resulting from a Regulatory or Other Change and/or application of any New Costs.
- Material Adverse Changes.** If there is a material adverse change in the business operation or financial condition and/or creditworthiness of Customer (as determined by Marathon at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Marathon may terminate this Agreement upon 30 days' written notice to Customer. If Customer's Usage indicates that Customer belongs to a different Customer Class than determined by Marathon at the time of contracting, Marathon shall have the option to drop Customer's supply back to the LDC and charge Customer an ETF as set forth in Section 5 of this Agreement.

- 17. Emergency Service.** The LDC will respond to leaks and emergencies. In the event of leak, service interruption, outage or other emergency, Customer should immediately call LDC and emergency personnel at:

Atlantic City Electric	1-800-642-3780	Elizabethtown Gas	1-800-242-5830
Jersey City Power & Light	1-800-662-3115	New Jersey Natural Gas	1-800-221-0051
PSE&G	1-800-436-7734	South Jersey Gas	1-888-766-9900
Rockland Electric	1-877-434-4100		

- 18. Rewards Program.** The Program is open to all current Marathon customers in good standing who are 18 years of age or older. Points are earned post enrollment (not retroactively). Rewards points are earned based on payments received and are redeemable by current Customers only via the Marathon Energy MasterCard debit card. Points not used or redeemed prior to termination are forfeited upon the closing of the account. Points not used or redeemed prior to such date or within 12 months of being earned are also forfeited. Marathon reserves the right to adjust credit or debit point balances accordingly. Marathon reserves the right to change the terms and conditions of the rewards program at any time without notice.
- 19. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Marathon. Marathon may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another entity. Marathon will comply with applicable regulations and will notify Customer in advance of any assignment. This agreement is the entire understanding between Marathon and the customer; no oral statements are effective.
- 20. Miscellaneous.** This Agreement, including any enrollment form and applicable attachments, is the entire Agreement between Customer and Marathon with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. This Agreement will inure to and be binding upon the successors and assignees of the parties. If any provision of the Agreement is held by a Court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. No waiver of any provision of this Agreement shall be construed as a continuing waiver or shall constitute a waiver of any other provision.
- 21. Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Marathon's net income, shall be paid by Customer, and Customer agrees to indemnify Marathon and hold Marathon harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If Customer is tax exempt, Customer must furnish Marathon with an exemption certificates before services begin.
- 22. Environmental Disclosure.** The NJ BPU requires all TPSs to make their environmental disclosures available to their customers. Marathon's disclosure can be found at: <http://mecny.com/NJ-EID-label-template.xlsx>.
- 23. Guaranty.** In consideration of the extensions and maintenance of credit from time to time by Marathon, the undersigned Customer (1) warrants that the representation made herein are true and accurate and agrees to promptly notify Marathon in writing of any change in financial condition that would adversely affect his/her responsibility and (2) for good and valuable consideration, hereby personally, individually, jointly and severally, guarantees payment to Marathon, its successors and its assigns, of all existing and future indebtedness of the Customer, including service charges together with accrued interest thereon, collections costs and attorneys' fees. This guaranty shall be effective without first requiring Marathon to proceed against any other party, and the undersigned hereby waive(s) notice of acceptance of this guaranty, default and non-payment and consent(s) to waiver, extension or modification of credit terms. This shall be an open and continuing guaranty that may only be revoked upon written notice to Marathon by certified mail, return receipt requested, which revocation shall be effective 10 days after Marathon's receipt of such notice and shall only release the undersigned from liability for indebtedness incurred after the effective date of such revocation.
- 24. Contract Execution.** Customer may accept all Terms and Conditions set forth above and incorporated herein, and cause this Agreement to be executed by providing Customer's written signature below or by such alternative forms of verification identified in N.J.A.C. 14:4-2.3 or as the New Jersey Board of Public Utilities may permit to initiate retail energy supply service, including an audio recording of a customer agreeing to the switch verbally on a telephone call or an electronic record of an internet transaction that meets the requirements at N.J.A.C. 14:4-2.5, including an electronic signature. Such alternative forms of verification shall be treated and deemed enforceable as if Customer had provided an original written signature.

IN WITNESS WHEREOF Customer hereby accepts all Terms and Conditions set forth above and incorporated herein, and have caused this Agreement to be executed:

For Customer:

The Township of Franklin

  
Customer's Signature

PHILIP KOURY, MAYOR  
Customer's Printed Name & Title

06/24/2021  
Date



**PJM RPM Pricing Addendum Rider**  
**Amendments to the Terms and Conditions Applicable to this Transaction**  
**Confirmation**

Customer Name: The Township of Franklin (NJ - JCPL) - New Deal

6/24/2021

This Rider, your Transaction Confirmation, and the Terms and Conditions of your Agreement together comprise the total Agreement between Marathon Energy and Customer. This Rider supersedes any term set forth in the Terms and Conditions.

On July 25th, 2019, the Federal Energy Regulatory Commission (FERC) directed the PJM Interconnection (PJM) not to conduct "a major feature" of its market, its base residual auction planned for the planning year 2022 - 2023, and subsequent auctions, until FERC provides PJM with the appropriate guidance how to proceed.

For contracts in place, the RPM costs are known for the planning years 2021 - 2022. For the planning years beyond May 2022, final prices may not be known. If final RPM prices have not been published, Marathon will use estimated RPM costs using the most recent prices made available by PJM.

For this contract, Marathon used prices posted by PJM as of 6/22/2021. If the final RPM costs, as a result of the future RPM Base and Incremental Auction(s), are different, Marathon may adjust contract prices accordingly for any contracts with end dates that extend beyond May 2022.

Account(s):

Account Number	Utility
08003398000000461180	JCPL
08016286780000686887	JCPL

IN WITNESS THEREOF Customer and Marathon have caused this Agreement to be executed.

For Marathon Energy:

For Customer:

\_\_\_\_\_  
Marathon Representative Signature

  
\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Marathon Representative Printed Name

PHILIP KOURY, MAYOR  
\_\_\_\_\_  
Customer's Printed Name & Title

## **RIDER TO ENERGY CONTRACT IN CONNECTION WITH REVERSE AUCTION**

The undersigned energy supplier, Marathon Power, LLC, ("Energy Supplier") hereby agrees that the terms stated in this Rider To Energy Contract In Connection with Reverse Auction (the "Rider") will form part of any contract (the "Contract") between Energy Supplier and the following government entity(ies):

The Township of Franklin (the "Customer(s)") that results or arises from Energy Supplier's participation in a reverse auction to be held on or about Thursday, June 24<sup>th</sup>, 2021, under which Energy Supplier wishes to bid to receive the Contract to provide electric energy services to said Customer(s). In the event of any conflict between the terms of any such resulting Contract and the terms of this Rider, the terms of this Rider shall control.

1. The Contract shall be governed by the laws of the State of New Jersey and venue for any dispute under the Contract shall be exclusively in the state courts located within the county or counties in which such Customer(s) is/are located.
2. The Customer(s) shall have no indemnity obligations in favor of the Energy Supplier for any reason whatsoever to the extent such obligations are prohibited by state law or other statute.
3. In recognition of the New Jersey Open Public Records Act ("OPRA"), all confidentiality provisions contained in the Contract are hereby qualified with the requirement that the Customer(s) is/are exempt from such provisions to the extent required by OPRA or similar laws applicable to the Customer(s).
4. If a Customer receives a direct bill from the Energy Supplier, then in order to accommodate requirements that a Customer receive approval for payment of invoices at meetings of its governing body, the Contract shall provide for sufficiently long payment terms to accommodate same; and in no event shall such payment terms be less than thirty (30) days.
5. In recognition that Customer(s) provide a critical public function, Energy Supplier agrees that, notwithstanding any provision contained in the Contract, it shall not disconnect or cause or request the disconnection of a Customer's electric service for any reason. Energy Supplier reserves the right to return Customer to the utility for any material breach of the terms of the Contract and reserves all rights to sue for breach of the Contract.
6. For products with a fixed price component, Energy Supplier shall not charge or pass through any costs associated with a variance in a Customer's amount of electricity consumption from the consumption amounts predicted based on historical usage or estimated amounts provided by or agreed to with such Customer unless the variance in usage from the amounts predicted exceeds +/- 25%. Any costs passed through due to a

variance in usage must be passed through without mark-up. Nothing in this Section 6 prohibits Customer and Energy Supplier from agreeing on a larger consumption bandwidth in the Contract.

7. The various provisions of this Rider and the Contract are severable. The invalidity, illegality, or unenforceability of any portion or provision of this Rider or the Contract shall not affect the validity, legality or enforceability of any other portion or provision of this Rider or the Contract.
8. Anything in the Contract to the contrary notwithstanding, any renewal or post-term price may only be accomplished in accordance with the statutory provisions of New Jersey Law as they relate to political subdivisions of the State.
9. To the extent permitted by Law, the existence of, and the terms and conditions of, this Rider shall be considered confidential and may not be disclosed by the Energy Supplier to any third party.
10. The price for electricity in the bid and in the Contract shall include all current non-utility charges, including energy, ancillary services, installed (or unforced) capacity, congestion, renewable portfolio standards, losses (including distribution and transmission losses (if applicable) incurred in connection with the delivery of energy, network integrated transmission and other ISO charges or administrative fees incurred in connection with delivery of energy to the specified delivery point. Nothing in this provision is meant to invalidate any provision in the Contract for adjustments to price resulting from a change in law.

ACKNOWLEDGED AND AGREED BY:

ENERGY SUPPLIER

Marathon Power, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CUSTOMER(S)

The Township of Franklin

By: Philip Koury

Name: PHILIP KOURY

Title: MAYOR

Date: 06/24/2021

I have the authority to bind the Energy Supplier

## Pricing Presentation Sheet

Prepared For: The Township of Franklin  
 Product Type: Fixed, All-Inclusive (No Pass-Through)

Start Date: 08/01/2021  
 Market: PJM NJ

Pricing Date: 06/24/2021  
 Annual Usage: 49,612

### Reverse Auction Results Analysis

Your Current Supplier and Benchmark Price				
Supplier Name	Quote Term (Months)	Rate (\$ per kWh )	Supply-Related Taxes	Est. Annual Supply Cost
JCP&L	12	\$0.08680	Included	\$4,306.20

Quotes We Have Obtained for You				
Supplier Name	Quote Term (Months)	Rate (\$ per kWh )	Supply-Related Taxes	Est. Annual Supply Cost
AP Gas & Electric	12	\$0.09332	Included	\$4,629.79
AP Gas & Electric	18	\$0.09088	Included	\$4,508.74
AP Gas & Electric	24	\$0.08865	Included	\$4,398.10
Constellation Energy	12	\$0.09603	Included	\$4,764.24
Constellation Energy	18	\$0.09438	Included	\$4,682.38
Constellation Energy	24	\$0.09257	Included	\$4,592.58
NextEra Energy	12	\$0.09842	Included	\$4,882.81
NextEra Energy	18	\$0.09524	Included	\$4,725.05
NextEra Energy	24	\$0.09327	Included	\$4,627.31
Hudson Energy	12	\$0.09350	Included	\$4,638.72
Hudson Energy	18	\$0.09120	Included	\$4,524.61
Hudson Energy	24	\$0.08970	Included	\$4,450.20
Marathon Energy	12	\$0.09300	Included	\$4,613.92
Marathon Energy	18	\$0.09000	Included	\$4,465.08
Marathon Energy	24	\$0.08800	Included	\$4,365.86

Estimated Annual Savings	\$-59.66	-1.39%
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Estimated Savings Over Contract Term (24 Mo. Term)	\$-119.31
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#### CONTACT INFORMATION

Name: John Smith  
 Title: Director, National Energy Portfolio  
 Email: smith.j@emexllc.com  
 Phone: 16099376670



Actual savings may vary. Savings estimates are calculated according to actual or estimated benchmark pricing in relation to your historical energy consumption. All savings figures are based on current published utility tariffs or current third-party supplier rates as provided to Broker. Broker does not warrant, represent, or guarantee any particular results or savings as a result of choosing a particular electricity supply procurement strategy.

"Estimated Annual Supply Cost" (1) is based on the rate multiplied by actual or estimated historical annual usage, with no material changes in usage patterns or pass-through charges during the term and (2) contain estimates of line losses, renewable energy charges, forward capacity charges, ancillary charges, and administrative adders--as well as customer capacity tags--that are based on industry averages and/or historical market trends and are not particular to individual clients' circumstances. Costs of competitive supply are impacted by many factors unique to a competitive supply contract and each client's usage patterns.

# Energy Usage and Location Summary

## Energy Usage Summary

Billing Month	Period	Energy Usage
January	Winter	5,928
February	Winter	6,801
March	Winter	5,465
April	Shoulder	4,010
May	Shoulder	2,380
June	Summer	3,669
July	Summer	4,470
August	Summer	3,786
September	Summer	1,886
October	Shoulder	2,751
November	Shoulder	4,022
December	Winter	4,441

## Energy Usage Breakdown

Total Annual Energy Usage:	49,612
Average Monthly Energy Usage	4,134
Total Summer Energy Usage	13,811
Summer Energy Usage Percentage:	27.84%
Total Winter Energy Usage	22,635
Winter Energy Usage Percentage:	45.62%
Total Shoulder Energy Usage	13,166
Shoulder Energy Usage Percentage:	26.54%
Aggregate Capacity Obligation:	11.27
Aggregate Transmission Obligation:	12.62

## Location Summary

No.	Account Number	Market	Annual Usage	Rate Class	Service Address
1	08003398000000461180	JCPL	21,578	GS/GS3	LOCUST GROVE RD
2	080162867800000686887	JCPL	28,034	GS/GS3	202 SIDNEY RD
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

### CONTACT INFORMATION

Name: John Smith  
Title: Director, National Energy Portfolio  
Email: smith.j@emexllc.com  
Phone: 16099376670



# The Township of Franklin

## Marathon Energy Analysis

Month	Usage*	Marathon Spend	JCPL Spend
Sep-19	1,886	\$152.58	\$173.89
Oct-19	2,751	\$222.56	\$246.01
Nov-19	4,022	\$325.38	\$359.67
Dec-19	4,441	\$359.28	\$441.05
Jan-20	5,928	\$479.58	\$588.73
Feb-20	6,801	\$550.20	\$675.43
Mar-20	5,465	\$442.12	\$521.55
Apr-20	4,010	\$324.41	\$382.69
May-20	2,380	\$192.54	\$227.14
Jun-20	3,669	\$296.82	\$325.52
Jul-20	4,470	\$361.62	\$396.58
Aug-20	3,786	\$306.29	\$335.90
Sep-20	1,886	\$152.58	\$164.27
Oct-20	2,751	\$222.56	\$236.98
Nov-20	4,022	\$325.38	\$346.48
Dec-20	4,441	\$359.28	\$382.03
Jan-21	5,928	\$479.58	\$509.94
Feb-21	6,801	\$550.20	\$585.04
Mar-21	5,465	\$442.12	\$470.12
Apr-21	4,010	\$324.41	\$358.02
May-21	2,380	\$192.54	\$212.49
		\$7,062.00	\$7,939.53
Estimated Marathon Energy savings			\$877.53

\*Usage is estimated over the term, based on the most recent 12 months of usage data.