



Hudson Energy Services  
105 Decker Ct, Suite 1050  
Irving, TX, 95062

1/16/2020

Donna Messina  
Alpha Borough  
1001 East Blvd  
Alpha, NJ 08865



Dear Donna,

Thank you for choosing Hudson Energy! As an industry leader, we understand the importance of finding the right energy supply partner. We are pleased to welcome you to our Power Plan.

Energy costs typically represent a significant business expense. Fluctuations and unpredictability of energy markets can have considerable consequences to your bottom line. We put control of your energy costs into your hands, and work with you to ensure your energy supply plan continues to meet the unique needs of your business.

**By enrolling in the Plan, you:**

- ✓ Have access to Hudson's team of industry experts that work with you to create an energy solution that meets all of your company's needs.
- ✓ Receive your Power supply from Hudson Energy, an innovative business-to-business supplier of electricity, natural gas and green energy solutions, trusted by 125,000 commercial customers across North America.
- ✓ Rest easy knowing that you are price protected given Hudson's extensive energy market expertise and exceptional corporate buying power.

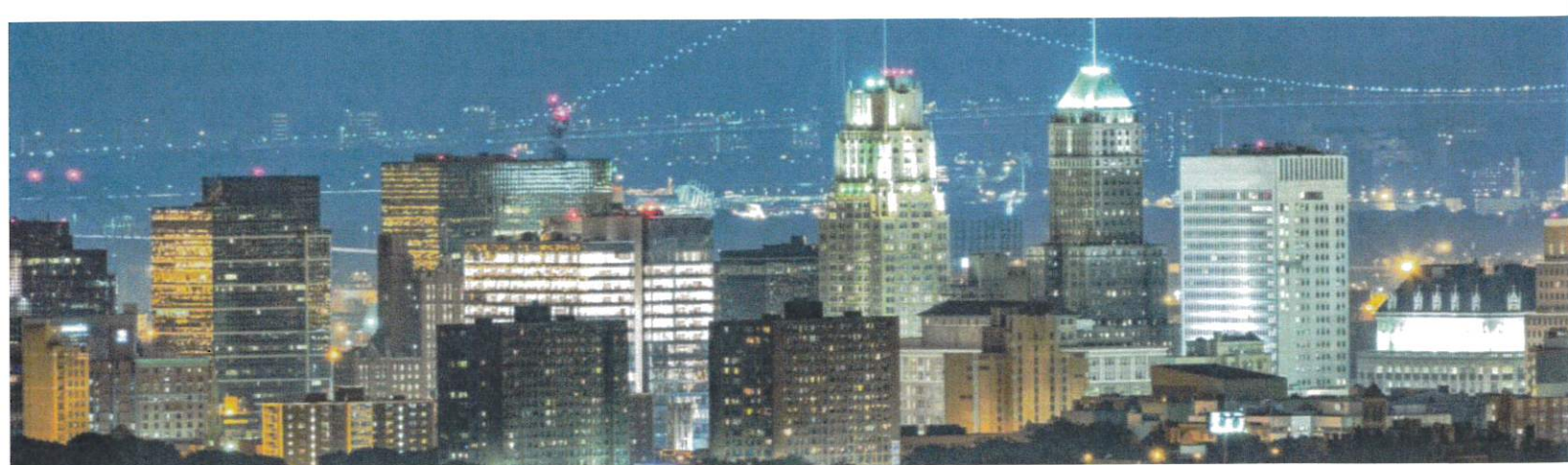
For easy reference, we have enclosed a copy of your Hudson supply agreement with this package, in addition to some key utility contact information.

To speak with one of our knowledgeable Account Managers, please call us at **1-877-483-7669** between the hours of 9 AM and 5:30 PM EST Monday to Friday or email us at [csnj@hudsonenergy.net](mailto:csnj@hudsonenergy.net).

Once again, welcome to Hudson Energy. We look forward to serving as your energy partner!

Sincerely,

The Hudson Energy Team



## Utility Service Providers – New Jersey

| UTILITY                | SERVICE INFORMATION   |
|------------------------|---|
| Jersey Central Power   | Power outages and emergencies: 1-888-544-4877<br>Customer's service: 1-800-662-3115                                     |
| Atlantic City Electric | Power outages and emergencies: 1-800-833-7476<br>Customer's service: 1-800-642-3780                                     |
| New Jersey Natural Gas | Outages, Interruptions & Irregularities: 800-427-5325<br>Customer's service: 800-221-0051<br>Out of State: 732-938-7977 |
| South Jersey Gas       | Outages, Interruptions & Irregularities: 800-582-7060<br>Customer's service: 888-766-9900                               |
| Elizabethtown Gas      | Outages, Interruptions & Irregularities: 1-800-492-4009<br>Customer's service: 1-800-242-5830                           |
| PSEG                   | All inquiries: 800-436-7743   |





## NJ Electric Transaction Confirmation

This offer expires at 5:00pm Eastern Prevailing time on  
1/14/2020

105 Decker Court Suite 1050  
Irving, TX 75062  
P: 877.483.7669  
F: 846.228.3422  
[csnj@hudsonenergy.net](mailto:csnj@hudsonenergy.net)  
H20011435375947

### NJ Third Party Supplier Summary

|  |   |  |                         |
|--|---|--|-------------------------|
| Customer Name  | Alpha Borough   |  |                         |
| Customer Address   | 1001 East Blvd Alpha, NJ, 08865-4418  |  |                         |
| Local Distribution Company<br>"LDC" Account numbers  | See premise information below.  |  |                         |
| Third Party Supplier Information:<br>By entering into this Agreement,<br>Customer agrees to purchase<br>your electric supply from HES  | <p>Hudson Energy Services, LLC      <a href="http://www.hudsonenergyservices.net">www.hudsonenergyservices.net</a><br/> 19 Spear Road Suite 204 Suite B      <a href="mailto:csnj@hudsonenergy.net">csnj@hudsonenergy.net</a><br/> Ramsey, NJ 07446      BPU License #: ESL-0083<br/> Phone: 1.877.483.7669<br/> HES is responsible for commodity supply. To obtain a copy of this Third Party Supplier Summary in Spanish, please call: (877) 483-7669.</p>  |  |                         |
| Price Structure  | Fixed Price. The Energy price is fixed for the term of the Agreement. Automatic Renewal rates may vary from month to month and will be posted on HES's web-site at <a href="http://www.hudsonenergy.net/disclosures/">www.hudsonenergy.net/disclosures/</a> .   |  |                         |
| Generation/Supply Price (\$/kWh)   | 0.0749 (Includes SUT)   |  |                         |
| Statement Regarding Savings  | This Agreement does not guarantee financial savings.  |  |                         |
| Amount of time required to<br>change from TPS back to default<br>service or to another TPS   | Requests to switch will take approximately 2 billing cycles.  |  |                         |
| Incentives   | None  |  |                         |
| Right to cancel/rescind  | Not Applicable  |  |                         |
| Contract Start Date:   | 2/19/2020   |  |                         |
| Contract Term/Length:  | 2/21/2022. 24 months  |  |                         |
| Cancellation/Early Termination<br>Fees   | Yes, Exit Fee - Customer's Remaining Volume multiplied by the difference per kWh obtained by subtracting HES's per Unit market cost for similarly situated customers existing at the time of the Default from the per unit contracted Total Price plus each of the following: (a) all applicable taxes; (b) HES's associated costs and reasonable legal expenses related to determining the liquidated damages and the enforcement of HES's rights and remedies; and (c) all penalties and any other charges incurred by HES as a result of the termination.  |  |                         |
| Renewal Terms  | HES will provide notice to Customer at least 30 days prior to the Location's Estimated End Date that the initial term is ending and Customer will be automatically renewed unless notice has been provided pursuant to this section. Unless either Party provides written notice at least thirty (30) days prior (or as otherwise stated in the Rider section of the Transaction Confirmation to this Agreement) to the Estimated End Date not to renew a Location and completes the transfer of Energy service to another Retail Energy Provider or the Utility on or about the Estimated End Date, the Location will automatically be renewed on a month to month basis if no other renewal agreement has been reached. Automatic Renewal rates may vary from month to month and will be posted on HES's web-site at <a href="http://www.hudsonenergy.net/disclosures/">www.hudsonenergy.net/disclosures/</a> . Variable rate is based on forward market prices for the bill month. |  |                         |
| Distribution Company<br>Information "LDC"  | <b>LDC Name</b>   | <b>Web site</b>  | <b>Customer Service</b> |
|  | Atlantic Electric   | <a href="http://www.atlanticcityelectric.com">www.atlanticcityelectric.com</a> | 1-800-642-3780          |
|  | Jersey Central P&L  | <a href="http://www.firstenergycorp.com">www.firstenergycorp.com</a>           | 1-800-862-3115          |
|  | Public Service E&G  | <a href="http://www.pseg.com">www.pseg.com</a>                                 | 1-800-436-7734          |
| Customer should call the LDC for electrical emergencies and outages. Your LDC will continue to deliver the electricity provided by HES and you will continue to pay the LDC for delivery services. |   |  |                         |



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1/14/2020

### Customer Information

|                 |                                      |                                      |
|-----------------|--------------------------------------|--------------------------------------|
| Legal Name:     | Alpha Borough                        |                                      |
|                 | Business                             | Billing                              |
| Contact Person: | Donna Messina                        | Donna Messina                        |
| E-mail:         | alphaclerk@alphaboronj.org           |                                      |
| Phone:          | (908) 454-0088-141                   |                                      |
| Legal Address:  | 1001 East Blvd Alpha, NJ, 08865-4418 | 1001 East Blvd Alpha, NJ, 08865-4418 |

### Transaction Specifics

|                                |             |
|--------------------------------|-------------|
| Energy product type:           | Fixed Power |
| Estimated Term (months):       | 24          |
| Annual Estimated Volume (kWh): | 465,748     |
| Greenpower (%):                | 0           |

| Energy product cost component <small>(Customer may also be responsible for other charges and fees, as applicable, see section 7 of the Commodity Master Agreement.)</small>         |                             |
|---|-----------------------------|
| Included in Fixed Price   | Not Included in Fixed Price |
| wholesale energy (kWh), line losses to meter point, capacity, transmission, renewable portfolio standard, PJM charges and uplifts, ancillary services, HES's cost to serve Customer | Not Applicable              |

|                           |        |
|---------------------------|--------|
| Billing fee (\$/mo):      | 0.00   |
| Energy Price (\$/kWh):    | 0.0749 |
| Greenpower Price (\$/kWh) | 0.0000 |
| Total Price (\$/kWh):     | 0.0749 |

|                      |                      |
|----------------------|----------------------|
| Deposit amount:      | 0.00                 |
| Payment Term (days): | Per Utility Schedule |
| Billing Method:      | Utility Bill Only    |

Initial to confirm billing method

The Electricity Price and the Greenpower Price include 6.625% New Jersey Sales and Use Tax.

If applicable, Customer will be responsible for late payment fees at a rate of 1.50% per month, as may be amended, or the highest rate permitted by law, whichever is less, on the uncontested unpaid balance. A fee of \$30.00 will be assessed to Customer for each returned payment for insufficient funds.

### Estimated Volume (kWh)

| January | February | March     | April   | May      | June     |
|---------|----------|-----------|---------|----------|----------|
| 46,113  | 37,477   | 42,207    | 38,767  | 38,127   | 30,273   |
| July    | August   | September | October | November | December |
| 30,985  | 50,866   | 35,874    | 37,130  | 36,215   | 41,726   |

### Quantity Variances

A variation of up to one hundred percent (100%) above or below the monthly Estimated Volume listed above or the Peak Load

Contribution values for capacity and Network Integration Transmission Service "NITS" listed in the Location(s) section below will not be considered a material change. HES reserves the right to pass-through charges for any additional costs incurred by HES as a result of a material change. If HES determines a material change has occurred it reserves the right to pass-through charges for any additional costs incurred above or below the contracted values.

#### Location(s)

The Estimated Start and End Date is based on the Location's normally scheduled Utility meter read date which is expected to occur on or about the date listed below.

| Utility                        | Utility Account Number   | Service Address   | Capacity Peak Load Contribution (KW) | NITS Peak Load Contribution (KW) | Estimated Start Date | Estimated End Date |
|--------------------------------|--------------------------|---|--------------------------------------|----------------------------------|----------------------|--------------------|
| Jersey Central Power And Light | 08003636040000<br>187894 | ALPHA ST and 5TH ST, ALPHA, NJ USA<br>08865-4418                          | 8.88                                 | 6.85                             | 2/2020               | 2/2022             |
| Jersey Central Power And Light | 08003636040000<br>188321 | PURSEL ST, ALPHA, NJ USA<br>08865-4418                                    | 13.85                                | 6.16                             | 2/2020               | 2/2022             |
| Jersey Central Power And Light | 08003636040000<br>188359 | FRACE ST, ALPHA, NJ USA<br>08865-4418                                     | 17.59                                | 8.26                             | 2/2020               | 2/2022             |
| Jersey Central Power And Light | 08003636040000<br>866109 | INDUSTRIAL DR, ALPHA, NJ USA<br>08865-4418                                | 7.00                                 | 6.13                             | 2/2020               | 2/2022             |
| Jersey Central Power And Light | 08003742510000<br>188457 | MYRTLE AND PEARL STS, ALPHA, NJ USA<br>08865-4418                         | 1.68                                 | 1.48                             | 2/2020               | 2/2022             |
| Jersey Central Power And Light | 08003742510000<br>241287 | LEE ST, ALPHA, NJ USA<br>08865-4418                                       | 2.65                                 | 2.35                             | 2/2020               | 2/2022             |
| Jersey Central Power And Light | 08003742510000<br>241298 | VULCANITE AVE, ALPHA, NJ USA<br>08865-4418                                | 0.06                                 | 0.06                             | 2/2020               | 2/2022             |
| Jersey Central Power And Light | 08003763000000<br>241296 | VULCANITE AVE, ALPHA, NJ USA<br>08865-4418                                | 0.00                                 | 0.00                             | 2/2020               | 2/2022             |
| Jersey Central Power And Light | 08003763000003<br>063919 | 1ST AVE BLK 38 LT 1, ALPHA, NJ USA<br>08865-4418                          | 0.12                                 | 0.09                             | 2/2020               | 2/2022             |
| Jersey Central Power And Light | 08003763000003<br>076827 | INDUSTRIAL WAY BLK 99 LT 2, ALPHA, NJ USA<br>08865-4418                   | 1.83                                 | 1.44                             | 2/2020               | 2/2022             |
| Jersey Central Power And Light | 08003763000003<br>080508 | EAST BLVD and SAMPSON AVE BLK 9 LT 32, ALPHA, NJ USA<br>08865-4418        | 19.80                                | 14.47                            | 2/2020               | 2/2022             |
| Jersey Central Power And Light | 08003763000003<br>159220 | SPRINGTOWN RD BLK 0 LT 0 XST//VOLKENEICH AVE, ALPHA, NJ USA<br>08865-4418 | 0.01                                 | 0.01                             | 2/2020               | 2/2022             |
| Jersey Central Power And Light | 08003763000006<br>573448 | E PARK AVE, ALPHA, NJ USA<br>08865-4418                                   | 0.00                                 | 0.00                             | 2/2020               | 2/2022             |
| Jersey Central Power And Light | 08003787950000<br>188194 | WAYNE AND WINTER STS, ALPHA, NJ USA<br>08865-4418                         | 0.04                                 | 0.03                             | 2/2020               | 2/2022             |
| Jersey Central Power And Light | 08003787950000<br>241452 | SPRINGTOWN RD ALPHA BORO SEWER AUTH, ALPHA, NJ USA<br>08865-4418          | 17.04                                | 12.17                            | 2/2020               | 2/2022             |

### **Substitution of Location(s)**

If a change requires you to sell or close one of the Location(s) under this Agreement, you can request that HES accept a different Location as a replacement. Please contact us for details on acceptable substitution criteria.

### **Blend and Extend**

We're ready to change for you. If your product qualifies, at your request we will calculate an offer to change your Price based on a weighted average of the Price in this Transaction Confirmation and a mutually agreed extension to the Term.

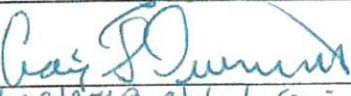

☐ Customer declines to receive communications about other products and services offers by HES, its affiliates or business partners. Customer will still receive communications relevant to this Agreement.

## Agreement

This Transaction Confirmation forms part of the Agreement entered into by and between Hudson Energy Services, LLC ("HES") and Alpha Borough ("Customer"). Nothing herein shall be deemed to require HES to execute the Commodity Master Agreement. The date on which HES executes this Transaction Confirmation shall be deemed the "Effective Date" of the Transaction Confirmation pursuant to the Agreement.

## Acknowledgment

By signing this Transaction Confirmation, each Party agrees to be bound by the terms of this Transaction Confirmation, the Rider and the Commodity Master Agreement (the "Agreement"), and acknowledges having full authority to sign this Transaction Confirmation and enter a binding contract for the Location(s) listed above. Accepted and agreed to:

| Alpha Borough |   | Hudson Energy Services, LLC |  |
|---------------|---|-----------------------------|--|
| Printed Name: | Craig S. Dunwell  | Printed Name:               | Jeff Shoaf   |
| Signature:    |  | Signature:                  |  |
|               |   | By:                         |  |
| Email:        | alphaclerk@alphaboronj.org  | Print Name:                 | Jeff Shoaf   |
| Title:        | Mayor   | Title:                      | President, North America Commercial  |
| Date:         | 1/15/20   | Date:                       | January 15, 2020   |

I have the authority to bind Customer

I have the authority to bind HES

Please submit the executed Commodity Master Agreement, Transaction Confirmation and Rider  
by fax to (800) 506-6009 or [NortheastSales@hudsonenergy.net](mailto:NortheastSales@hudsonenergy.net)



## Commodity Master Agreement

This Commodity Master Agreement, including any separately executed Transaction Confirmation and Rider together form the ("Agreement") entered into between Hudson Energy Services, LLC, a New Jersey limited liability company ("HES"), and Alpha Borough ("Customer"). HES and Customer may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

**1. Key Defined Terms. Business Day:** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. **Energy:** the electricity and/or natural gas commodity, as identified on the Transaction Confirmation, that HES supplies to Customer's Locations. **Fixed Adder:** a per Unit amount to account for cost components that are not included in the Index Price. **Greengas:** Green energy product option for natural gas. **Greenpower:** Green energy product option for electricity. **HES:** Hudson Energy Services, LLC. **Index Price:** a per Unit amount defined on the Transaction Confirmation. **Intermediary Fee:** a fee to be remitted by HES to an independent broker or contractor that Customer has used to procure Energy from HES. **ISO:** either the Independent System Operator or regional transmission organization that administers and manages the bulk power system. **Location:** Each natural gas and/or electricity account or ESI ID, as applicable, listed on the Transaction Confirmation, relating to Customer's premise(s) for service, or replacement thereof where approved by HES, is a separate "Location" bound by this Agreement. **Price:** the per Unit amount for Energy, Greengas and Greenpower, as applicable, set out on the Transaction Confirmation which may include an Intermediary Fee. **Remaining Volume:** Customer's anticipated Energy consumption under this Agreement (in kWh, therm, MMBtu or ccf, as applicable) for the remainder of the Term, to be calculated by HES in accordance with HES's standard and reasonable practices in effect at the time of calculation and based on the Estimated Volume stated on the Transaction Confirmation. **Renewable Portfolio Standard "RPS":** a jurisdictional requirement to provide a percentage of the commodity sold to Customer from renewable resources that meet the defined standards. **Retail Energy Provider:** means the non-utility, retail, third party energy commodity supplier for a designated market. For illustrative purposes this entity is called the Retail Electric Provider in the Texas electric market, the Alternative Retail Electric Supplier (ARES) in the Illinois electric market, and the Energy Service Company (ESCO) in the New York electric market. **Third Party Charges:** any other costs or charges that may be assessed by third parties. **Total Price:** a per Unit amount listed on the Transaction Confirmation. **Unit:** the applicable billing measure (e.g. kWh, kW, therm, MMBtu or ccf) for the product purchased. **Utility:** Customer's local electricity and/or natural gas distribution utility (including any successor).

**2. Authorizations and Appointment of Agent.** Customer appoints HES as its Retail Energy Provider for the Energy service provided herein and gives HES the exclusive right to act as agent on Customer's behalf in making all supply and delivery arrangements with the Utility and others in order to provide Customer's full Energy requirements for the Term and any subsequent Automatic Renewal period to the Location(s) identified on the Transaction Confirmation. This may include, but is not limited to, coordinating with the Utility for transportation, distribution, and delivery of Energy, and negotiating, entering, performing, amending, and terminating agreements and/or obligations relating to the supply of Energy. Customer authorizes HES for the duration of the Agreement, to obtain current and historical information, including credit information, facility descriptions, operating and usage information, meter identification numbers and other data as needed. Customer agrees that its acceptance of this Agreement is authorization for release of such information. Customer agrees to provide all necessary information, access and authorization for HES to enroll Customer with the utility and receive actual usage data and payment data from the applicable Utility or other third party provider. Incorrect Customer information may be rectified by HES. Customer authorizes HES to provide information about Customer, including contact information, to HES's creditors, suppliers, affiliates, business partners and service providers. HES (and its affiliates, business partners, and service providers) can communicate with Customer, via mail or e-mail, about other products and services, unless Customer elects not to receive these communications by marking the appropriate section on the Transaction Confirmation or provides written notice to HES that it does not wish to receive these communications.

**3. Acceptance, Verification.** HES may remove any Location(s) from this Agreement, without cost or penalty to either Party, if any of conditions (a-d) are not met or (e) occurs: (a) Utility's acceptance and implementation of HES's request to serve a Location under a deregulated Energy service program; (b) HES's verification of the accuracy of Customer's information by recorded telephone call (or other means acceptable to HES); (c) HES's approval of Customer's creditworthiness as stated in Section 12; (d) If applicable, Customer is in good standing with HES; (e) supply of Energy has not commenced within 6 months of the Estimated Start Date, for whatever reason, or this Agreement is unable to be implemented for reasons beyond HES's control. If conditions (a-d) are satisfied, or otherwise waived by HES, HES will supply Energy to Customer's Location(s). If HES removes any Location, it may, in its sole discretion, terminate the Transaction Confirmation and upon request of Customer, re-price the remaining Location(s) pursuant to a new Transaction Confirmation.

**4. Term.** The Term begins on the Start Date, which will be HES's first day of Energy supply to Customer's Location(s) under a Transaction Confirmation, and ends on the End Date. The Estimated Term, Estimated Start Date and Estimated End Date are referenced on the Transaction Confirmation. Should the Start Date be delayed from the Estimated Start Date, HES will use commercially reasonable efforts to resolve issues within its control. If the Start Date is not within 60 days from the Estimated Start Date due to Customer's action or lack of action, HES reserves the right to cancel the Transaction Confirmation without cost or penalty to either Party and propose a new Price to Customer. The End Date will be HES's last day of Energy supply, for the Location, under the Transaction Confirmation. For reasons other than ending early or Automatic Renewal, the End Date may be 30 days or more from the Estimated End Date, depending on the time required to complete customer's switch back to Utility or other





supplier. Customer remains responsible for all HES charges through, to, and including the End Date.

**5. Renewal.** Unless either Party provides written notice at least thirty (30) days prior (or as otherwise stated in the Rider section of the Transaction Confirmation to this Agreement) to the Estimated End Date not to renew a Location and completes the transfer of Energy service to another Retail Energy Provider or the Utility on or about the Estimated End Date, the Location will automatically be renewed on a month to month basis if no other renewal agreement has been reached ("Automatic Renewal"). Automatic Renewal rates may vary from month to month and will be posted on HES's web-site at [www.hudsonenergy.net/disclosures/](http://www.hudsonenergy.net/disclosures/). If the Location resides in a market where a posted rate is not applicable the rate calculation will be identified in the Rider section of the Transaction Confirmation. Automatic Renewals will not include Greengas or Greenpower products and will not be subject to an Exit Fee.

**6. Green Energy Option (Greengas and Greenpower).** If Customer selects Greengas, HES will purchase and retire verified emissions reductions, allowances or instruments ("carbon credits") to offset Customer's natural gas consumption multiplied by the Greengas percentage listed on the Transaction Confirmation. If Customer selects Greenpower, HES will purchase and retire renewable energy certificates or attributes ("green energy") equivalent to Customer's electricity use, multiplied by the Greenpower percentage listed on the Transaction Confirmation. Carbon credits and green energy purchased and retired on Customer's behalf will remain HES's legal property. Green-related charges will be included with the Energy charge on Customer's bill. Green energy product purchases are separate from any RPS requirement associated with Customer's underlying commodity purchase.

**7. Charges (and Credits) under this Agreement.** Prices upon which charges are determined are listed on the Transaction Confirmation. Energy charge is the product of Customer's Energy consumption and the Energy Price, plus pass-through charges (as applicable). Greenpower charge is the product of Customer's electricity consumption and the Greenpower Price. Greengas charge is the product of Customer's natural gas consumption and the Greengas Price. Customer agrees to pay for the related charges, taxes, and other amounts charged by the Utility to enable HES's performance under this Agreement. Several types of charges may be passed-through to Customer, if applicable. These pass-through charges may include Third Party Charges, product component charges not included in the fixed portion of Price as indicated on the Transaction Confirmation, charges imposed from a Change in Law pursuant to Section 22 and charges that result from a material change pursuant to the Quantity Variances section in the Transaction Confirmation, if applicable. Customer may also incur pass-through charges associated with consumption outside of stated bandwidth parameters as applicable to HES products with defined bandwidths as defined on the Transaction Confirmation. Customer shall pay lawful taxes and surcharges that may apply to the charges, whether direct or indirect, relating to the sale, purchase or delivery of Energy. This may include State or local municipal taxes that HES will pass through to Customer. If Location(s) are exempt from state/local taxes, Customer shall provide HES with proof of such status at the time of its execution of the Transaction Confirmation. Otherwise, until Customer provides such proof, HES is not required to recognize any exemption or refund/credit previously paid taxes. CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HES HARMLESS FOR ALL TAX-RELATED OBLIGATIONS UNDER THIS AGREEMENT.

**8. Billing, Payment, Measurement.** Customer will be billed in the manner indicated on the Transaction Confirmation. If Customer elects to be billed by the Utility, non-payment of Utility and HES charges may result in service being disconnected by the Utility and Customer will be billed in accordance with the Utility's usual requirements and schedules for billings, payments, late payments and other charges. HES reserves the right to bill Customer directly if the Utility can't bill HES charges. HES's payment terms are from date of invoice, HES's late payment fees and interest charges are stated on the Transaction Confirmation. Customer shall pay HES's reasonable collection costs and legal fees associated with the collection of amounts owed by Customer to HES. The Utility will measure (or otherwise determine) the amount of Energy and other cost components (e.g. capacity and transmission allocations) supplied to the Location. If the Utility does not provide actual data in a timely manner, HES may use estimated data to calculate Customer's invoice and, upon receipt of actual data, will reconcile the charges and adjust them as needed in subsequent invoices. HES assumes no liability for errors in measurement and shall be entitled to revise any bill, if necessary, to account for any errors or reassessment made by the Utility, ISO or HES. Customer agrees to comply with any and all billing and payment requirements as established by the applicable Utility and public utility commission. HES may use any deposit made by Customer for the payment of amounts owing pursuant to this Agreement. If Customer in good faith disputes some portion of an invoice, it will promptly provide HES written notice of the disputed amount and justification for the dispute. Notwithstanding any errors or reassessment made by the Utility or ISO, both Parties waive their right to dispute an invoice unless the disputing Party provides written notice to the other Party within twenty-four months after the invoice due date.

**9. Ending this Agreement Early, Default.** If any Location(s) or Transaction Confirmation ends early, for any reason, Customer remains responsible for all HES charges through, to, and including the early End Date. HES can terminate a Location(s) or Transaction Confirmation, at no cost to HES, if: (a) required/allowed by law; (b) the Utility or HES is unable to service a Location; (c) a legislative or regulatory change materially alters HES's ability to profitably perform this Agreement; or (d) Customer falls into "Default". Customer shall be in Default if, at any time under this Agreement, it: (i) enters into an agreement for any Location identified on the Transaction Confirmation that would prevent or interfere with the performance of this Agreement; (ii) withdraws HES's authority as exclusive agent or limits HES's ability to obtain and use information necessary to perform this Agreement; (iii) fails to make, when due, any undisputed payment required under this Agreement; (iv) fails to maintain or provide credit support as provided for herein; (v) makes an assignment or any general arrangement for the benefit of creditors; (vi) files a petition or otherwise commences,

authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (vii) otherwise becomes insolvent (however evidenced); or (viii) is unable to pay its debts as they fall due. If an event of Default listed in subsections (v, vi, vii, viii) above occurs, the Event of Default will be deemed to have automatically occurred just prior to such event. Either Party shall be in Default if, at any time under this Agreement, any of the following occur: (a) any representation or warranty made by a Party proves to be false or misleading in any material respect when made or ceases to remain true in all material respects during the Term of this Agreement if not cured within fourteen (14) days after receipt of written notice from the other Party; (b) except to the extent excused by Force Majeure, the failure by a Party to perform any material obligation set forth in the Agreement (other than events that are specifically covered as a separate Events of Default hereunder) and such failure is not cured within fourteen (14) days after receipt of written notice from the other Party; (c) any unauthorized assignment of a Party's rights or obligations hereunder; or (d) any breach of the confidentiality provisions of this Agreement. Should publishing of the Index Price be stopped by the publishing entity identified on the Transaction Confirmation, or if there is a material change in the method of calculation of the Index Price, HES may in its commercially reasonable discretion either terminate this Agreement or determine the applicable Index Price by using the most recent price available from the publishing entity or by using another published source.

**10. Rights of Non-Defaulting Party:** If either Party defaults, the non-defaulting Party may terminate a Location(s) or Transaction Confirmation(s) pursuant to this Agreement effective on the date indicated in its notice of termination and shall have the right: (i) to suspend performance on or after the date of termination; and (ii) to the extent allowed by law, to disconnect, or cause to be disconnected, each Customer Location. In the event of disconnection for Customer's non-payment, Customer may be required to pay additional charges to Customer's Utility and HES. The Parties agree and acknowledge that under bankruptcy law (i) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"), (ii) HES is a forward contract merchant; (iii) HES is not a Utility or "Utility" as that term is used in 11 U.S.C. 366, and Customer agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. 366 in any bankruptcy proceeding; and (iv) HES is entitled to the rights under, and protections afforded by, the Code.

**11. Exit Fees.** Except as otherwise provided or excused in this Agreement, including any Force Majeure Event, if at any time prior to any Location(s) Estimated End Date a Location ends early due to Customer's Default, HES shall calculate and Customer shall pay liquidated damages to HES according to the Exit Fee calculations provided below. The Parties agree that the liquidated damages calculation is a genuine pre-estimate of the damages that would be suffered by HES and shall be conclusively deemed to be liquidated damages designed to reimburse HES for its losses and not a late payment charge, penalty, fine, interest, or other charge of any kind.

#### Exit Fees (Liquidated Damages)

Customer shall pay liquidated damages to HES as defined below.

- **Exit Fee** - Customer's Remaining Volume multiplied by the difference per Unit (e.g. kWh, therm, ccf, MMBtu) obtained by subtracting HES's per Unit market cost for similarly situated customers existing at the time of the Default from the per unit contracted Total Price plus each of the following: (a) all applicable taxes; (b) HES's associated costs and reasonable legal expenses related to determining the liquidated damages and the enforcement of HES's rights and remedies; and (c) all penalties and any other charges incurred by HES as a result of the termination.

**12. Credit Requirements.** HES's supply of Energy depends on HES's assessment of Customer's creditworthiness, which is based in part on Customer's payment history and ability to pay bills as they come due. HES reserves the right to require Customer to provide collateral prior to HES's acceptance of this Agreement or during the Term if HES has reasonable grounds to believe Customer's creditworthiness or performance under this Agreement may become unsatisfactory. Collateral will be in a form deemed acceptable to HES and may include a cash deposit, letter of credit, or a guarantee. Any deposit will be held without interest unless required by applicable law. HES will provide notice, pursuant to Section 20 - Notice, if Customer no longer meets HES's commercially reasonable credit requirements. Such notice will identify the amount of credit support required by HES and acceptable means that satisfy the requested credit support. Failure to provide credit support, within 5 Business Days, may be deemed an Event of Default under section 9(iv). Any credit support shall be retained by HES as collateral for the faithful performance by Customer of all of the covenants and conditions to this Agreement. If not applied toward the payment of monies owed to HES, the collateral, plus any accrued interest, will be returned to Customer when the Transaction Confirmation pursuant to this Agreement terminates or upon mutual agreement of the Parties.

**13. Representations.** As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party that it has the power and the authority to enter into, and perform its obligations under, this Agreement; and, each Party accepts this Agreement to be a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms. Customer further covenants that it: (a) shall provide HES with all necessary physical access and information required to implement this Agreement; (b) shall abide by the rules and tariffs of the Utility; (c) has made its own independent decisions to enter into this Agreement based solely upon its own judgment and upon advice from such advisers as it has deemed necessary; and (d) agrees no communication (written or oral) received from HES or its affiliates (or its



respective representatives) will be deemed to be an assurance or guarantee as to the expected results of this Agreement. HES hereby warrants to Customer that at the time of delivery of Energy hereunder it will have good title and/or the right to sell such Energy, and that such Energy will be free and clear of all liens and adverse claims. EXCEPT AS PROVIDED FOR IN THE PRECEDING SENTENCE, HES EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, FOR OR WITH RESPECT TO ITS SUPPLY OF ENERGY OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**14. Indemnification.** HES does not transmit or distribute Energy to Customer and does not generate the Energy used or consumed by Customer. Therefore, HES does not promise a steady, continuous supply. There are events outside of HES's reasonable control which may result in fluctuations, interruptions or irregularities in Energy service. HES WILL NOT BE LIABLE FOR ANY FLUCTUATIONS, INTERRUPTIONS OR IRREGULARITIES IN ENERGY SERVICE OR FOR ANY DAMAGE OR CONSEQUENCES RESULTING THEREFROM. HES WILL ARRANGE FOR THE UTILITY TO DELIVER ENERGY TO THE FACILITY/METER(S) ASSOCIATED WITH THE LOCATION (THE "DELIVERY POINT"). FROM AND AFTER THE DELIVERY POINT, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HES, ITS PARENT, SUBSIDIARIES, AFFILIATES, AND ITS OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND RELATED TO HES'S DUTIES AND OBLIGATIONS HEREUNDER. HES SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE UTILITY (INCLUDING, BY WAY OF EXAMPLE ONLY, MAINTENANCE OF THE DISTRIBUTION SYSTEM, SERVICE INTERRUPTIONS, LOSS, DETERIORATION OR TERMINATION OF SERVICE, OR METER READINGS) OR ANY DAMAGES CLAIMED TO HAVE BEEN INCURRED DUE TO ANY ACT OR OMISSION OF HES, WHERE SUCH ACT OR OMISSION IS DUE IN WHOLE OR IN PART TO ANY EVENT OR CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL OR ITS ABILITY TO PERFORM. EACH PARTY SHALL USE COMMERCIAL REASONABLE EFFORTS TO MITIGATE DAMAGES.

**15. Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT WILL HES OR ANY OF ITS AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS, EVEN IF HES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HES'S LIABILITY RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, IS LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE REMEDY AND ALL OTHER REMEDIES OR DAMAGES ARE EXPRESSLY WAIVED.

**16. Dispute Resolution, Binding Arbitration.** Customer may contact HES with regard to a concern or dispute under this Agreement by mail, fax or telephone using HES's contact information as set out in the Transaction Confirmation(s). Both parties will, in good faith, use commercially reasonable efforts to resolve a dispute. If not resolved within 45 days, such dispute will be referred to and finally resolved by binding arbitration in accordance with American Arbitration Association rules and pursuant to Governing Law, before a single arbitrator, without the right of appeal to law and/or facts. The arbitration costs will be shared evenly between the Parties. Customer waives any right to commence or participate in any class action related to this Agreement. Customer shall remit all undisputed amounts during the pendency of the dispute.

**17. Amendments.** HES may amend the Agreement (Commodity Master Agreement, Rider and Transaction Confirmation) by providing Customer written notice of such amendment. Customer will have thirty (30) days to reject the amendment in writing. If Customer does not reject the amendment, it shall be deemed to be accepted. HES will not amend the Term or Price without Customer's consent.

**18. Assignment.** HES may sell, assign, pledge, or grant a security interest in all or any part of its interest in this Agreement, including to another Retail Energy Provider without prior notice to, or further consent from, Customer. Customer may, without the consent of HES and on providing written notice to HES, transfer or assign this Agreement (i) to an affiliate or successor, in ownership or control, to all or substantially all of the assets of Customer or (ii) to a successor of Customer's ownership or business interests with respect to Customer's Location(s), and in either case of (i) or (ii) such assignee is at least as creditworthy as Customer, as determined in a commercially reasonable manner by HES, and such assignee agrees in writing to be bound by the terms and conditions of this Agreement. Any other assignment by Customer requires prior written approval by HES, which shall not be unreasonably withheld. Upon any valid assignment of the Agreement, the other Party hereby agrees that the assigning Party shall have no further future obligations under this Agreement.

**19. Inability to Perform.** If a Force Majeure Event ("FME") renders either Party unable to carry out any part of its obligations under this Agreement (other than the obligation to make payments due with respect to performance prior to the FME), if that Party provides notice and full details of the FME to the other Party, then the relevant obligations of the Party affected by the FME shall be suspended during the pendency of such FME. A Party may furnish notice of a FME orally; provided, however, electronic or written notification must be furnished to the other Party within seven (7) Business Days thereafter. The Party affected by the FME shall remedy the FME with all reasonable dispatch; provided however, that this provision shall not require HES to schedule delivery of Energy to, or Customer to receive Energy at, points other than the Delivery Points. "Force Majeure Event" means those events not reasonably anticipated when this Agreement was signed and beyond the control of the Parties including, but not





limited to, Acts of God; severe weather; acts of the public enemy; civil insurrection, terrorism, sabotage, war or other military actions; events or actions associated with the Utility, the commodity supplier, regulator, or other entity having influence over the delivery of Energy to the Location, or HES's good faith compliance with their orders; event of Force Majeure of HES's direct or indirect supplier(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities; (b) economic loss due to Customer's loss of markets or customers; or (c) changes in the market prices of Energy.

**20. Notice.** Customer will promptly notify HES in advance of any change to Customer's Information that is relevant to this Agreement. The Utility may also advise HES of any such change. When providing HES with notice, Customer shall send it to HES's address as listed on the Transaction Confirmation, to the attention of Customer Service Manager, Commercial Contracts. Legal Notices shall be sent to 5251 Westheimer Rd. Ste. 1000, Houston TX 77056, Attn: Legal Department; facsimile 713-933-0096. All notices shall be provided in a manner by which Customer may give proof of delivery upon request or by facsimile as noted on the Transaction Confirmation. Either Party can change its address for receiving notices by notifying the other pursuant to this paragraph. HES will send notices and correspondence to the billing address listed on the Transaction Confirmation (as may be amended from time to time upon receiving updated information from the Utility or Customer). At HES's discretion (if, for example, there is a fault with regard to the billing address), HES may instead send it to Customer's service or corporate address (as may be amended). If a change in Governing Law or Change in Law necessitates that a group of customers be provided with a general notice, HES reserves the discretion to provide it by posting it on its website at [www.hudsonenergy.net](http://www.hudsonenergy.net). If a Change in Law results in a pass-through charge, HES will also provide written notice to Customer.

**21. Governing Law.** The laws of the state in which the Location is located govern this Agreement. If this Agreement contains Locations in more than one state, governing law shall be the State of New York for U.S. Locations. If a provision of this Agreement is deemed contrary to or unenforceable under Governing Law, the Parties agree it shall be severed to the minimal extent possible consistent with the meaning of the rest of this Agreement and reasonable intent of the Parties, and replaced by an enforceable provision close in meaning to the original.

**22. Change in Law.** If a Change in Law occurs, HES may pass through any associated costs or credits to the Customer without markup. "Change in Law" means any judicial decision, order, new law or regulation, or change in the application of any applicable law or utility rate structure that alters the market structure in the Utility or ISO, requires a change in the method by which prices are calculated (including but not limited to changes to formula rate calculations) under this Agreement or materially affects HES' ability to perform its obligations under this Agreement.

**23. Confidentiality.** Each Party acknowledges and agrees that the terms or conditions of this Agreement, including the fees paid hereunder and the terms of any proposal or any documents provided to Customer by HES in connection with this Agreement, constitute confidential information. Neither Party shall disclose any such confidential information to a third party (other than the Party's employees, counsel, accountants, affiliates or advisors who have a need to know such information and who have agreed to keep such information confidential) without the express prior written consent of the other Party, except in order to comply with any applicable law, regulation, regulatory body, exchange or ISO rule or in connection with any court or regulatory proceeding; provided, however, that each Party shall use reasonable efforts to prevent or limit the disclosure of confidential information, and shall immediately notify the other Party of the request for disclosure so as to afford such other Party the opportunity to oppose such disclosure or otherwise obtain a protective order or other relief as may be available. Each Party will cooperate with the other in any attempt to obtain such protections. This confidential provision shall not apply to (a) information that was known to a Party prior to obtaining information from the other Party; (b) information in the public domain; (c) information obtained by a Party from a third party who did not, directly or indirectly, receive the information from the other Party to this Agreement or from an entity that was under an obligation of confidentiality to the other Party to this Agreement; or (d) information developed by either Party independent of any confidential information. The Parties shall be entitled to all remedies available at law or equity to enforce or seek relief in connection with this confidentiality obligation.

**24. Recordings.** Each Party consents to the recording of all telephone conversations between its employees and the employees of the other Party. Any such recordings may be introduced to prove the intent of a transaction; provided, however, that nothing herein shall be construed as a waiver of any objection to the introduction of such evidence on the grounds of relevance. Absent manifest error, any conflict between such a recording and written documentation that is executed by both Parties shall be resolved in favor of such written documentation.

**25. Miscellaneous.** This Agreement contains the entire agreement between HES and Customer concerning the supply of Energy, Greenpower and Greengas to the Location, as applicable. It may not be contradicted by any prior or contemporaneous oral or written document. This Commodity Master Agreement and Transaction Confirmation(s)/Rider(s) shall be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed an original. Electronic, e-mail and fax signatures are for legal purposes equivalent to original signatures. Any document generated by the Parties with respect to this Agreement may be imaged and stored electronically and used as if it were an original business record. This Agreement does not create any partnership, duty, joint venture or other special relationship between the Parties. No delay by a Party to exercise its rights under this Agreement will constitute a waiver of such rights. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, limitation of liability, indemnification, and dispute resolution. Except as otherwise required by Governing Law, HES will first apply any refund as a



credit against Customer's Locations. If Customer is no longer being supplied by HES, HES will refund any amounts owed.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Commodity Master Agreement. This Commodity Master Agreement will not become effective as to either Party unless and until executed by both Parties.

Alpha Borough

Signature:

Printed Name: Craig S. Dunwell

Title: Mayor

Date: January 15, 2020

*I have the authority to bind Customer.*

Hudson Energy Services, LLC

Signature:

By:

Print Name: Jeff Shoaf

Title: President, North America Commercial

Date: January 15, 2020

*I have the authority to bind HES*

Note to Customer: Please submit your executed Commodity Master Agreement and Transaction Confirmation to HES prior to the expiration period indicated on the Transaction Confirmation by either faxing or e-mailing the Agreement to the fax number or e-mail address listed on the Transaction Confirmation.



## NJ Rider

This offer expires at 5:00pm Eastern Prevailing time on  
1/14/2020

105 Decker Ct. Suite 1050  
Irving, TX 75062  
P: 877.483.7669  
F: 846.228.3422  
csnj@hudsonenergy.net  
H20011435375947

### Amendments, Restatements and Additions to the CMA applicable to this Transaction Confirmation.

This Rider, the associated Transaction Confirmation "TC" and Commodity Master Agreement "CMA" together comprise the Agreement between HES and Customer. The CMA is separately executed and may be executed prior to any Transaction Confirmation written under it. In the event of a conflict between the documents that comprise this Agreement, they shall control in the following order: (1) Rider, (2) TC and (3) CMA. All capitalized terms not otherwise defined herein have the meaning set forth in the CMA.

#### Amendments – The following language is added to the CMA section referenced.

##### **Section 5 – Renewal**

HES will provide notice to Customer at least 30 days prior to the Location's Estimated End Date that the initial term is ending and Customer will be automatically renewed unless notice has been provided pursuant to this section.

##### **Section 9 - Ending this Agreement Early, Default**

Customer will be given 30 calendar days prior notice of termination and an opportunity to remedy the termination condition. We may still terminate this Agreement regardless of whether you remedy the condition that triggered the termination notice.

#### Additions – The following sections are added to the CMA

##### **Section 26. After-hours / Emergency**

Outside of HES's Customer Service hours or in an electricity or natural gas-related emergency, Customer shall contact the appropriate emergency personnel or the Utility, if appropriate, and not HES.

Atlantic Electric Company "AECO"  
Jersey Central Power and Light "JCPL"  
Public Service Electric and Gas "PSEG"  
Elizabeth Town Gas  
New Jersey Natural Gas  
South Jersey Gas

Emergency 1-800-833-7476  
Emergency 1-800-545-7738  
Emergency 1-800-880-7734  
Emergency 1-800-492-4009  
Emergency 1-800-427-5325  
Emergency 1-800-682-7060

Customer Service 1-800-642-3780  
Customer Service 1-800-662-3115  
Customer Service 1-800-436-7734  
Customer Service 1-800-242-5830  
Customer Service 1-800-221-0051  
Customer Service 1-800-766-9900

##### **Section 27. NJBPU Complaint Line**

Notwithstanding the provisions contained in the Section 17 hereto (Dispute Resolution), if Customer has a complaint concerning the service it has received from HES, Customer may contact the New Jersey Board of Public Utilities, Division of Public Relations, Two Gateway Center, 8th floor, Newark, N.J. 07102; Telephone: 1-800-624-0241; or electronically at [www.bpu.state.nj.us](http://www.bpu.state.nj.us).

The license numbers for HES are ESL-0083 (electric) and GSL-0069 (gas).

##### **Section 28. Consumer Information**

The services provided by the Utility will continue to be protected by the State's Home Energy Fair Practices Act and the NJBPU's Residential and Non-residential Rules. Should Customer have any questions or require additional information regarding this Agreement, Customer can contact HES at: Hudson Energy Services, LLC, 105 Decker Ct. Suite 1050, Irving, TX 75062, 1-877 HUDSON9. Customer may also request information from the New Jersey Board of Public Utilities Division of Public Relations - Toll Free at 1-800-642-0241 or through their website at: <http://www.bpu.state.nj.us>.

##### **Section 29. Essential Agreement Information**

- This Agreement is with Hudson Energy Services, LLC (HES), a Retail Energy Provider and not Customer's local Utility. Customer will continue to be supplied with Energy whether or not Customer signs this Agreement. Energy delivery shall continue to be provided by the Customer's Utility, and the Utility will also be available to respond to leaks and other emergencies should they occur.
- This Agreement covers only the cost of Energy itself (along with Greenpower and/or Greengas, if selected). As always, Customer will remain responsible for certain additional costs or charges that may be assessed by third parties. See Section 7 for additional details.
- This Agreement does not guarantee financial savings. At any given time, Customer's Utility's Energy commodity rates may be lower or higher than HES's prices for Energy.
- By signing this Agreement, Customer agrees to initiate Energy service and begin enrollment with HES. HES, following its execution of this Agreement, will supply Energy (along with Greenpower and/or Greengas, if selected) at the Price Customer agrees to on the Transaction Confirmation. Customer will pay any related charges, plus applicable taxes.
- The contents of HES's marketing materials do not form part of the Agreement and were not relied on by Customer.

Tax  
Exempt?  
(Y or N)



Only sites with Tax exemption certificates attached will be booked as tax exempt.  
Please submit your tax exempt forms along with the Rider, CMA and TC.

By initialing here

Customer acknowledges it has reviewed the Rider which  
comprises part of the Agreement between the Parties



## PJM System Mix

### Energy Source

|                       |        |
|-----------------------|--------|
| Coal                  | 26.78% |
| Gas                   | 33.11% |
| Hydroelectric (large) | 1.67%  |
| Nuclear               | 34.27% |
| Oil                   | 0.14%  |

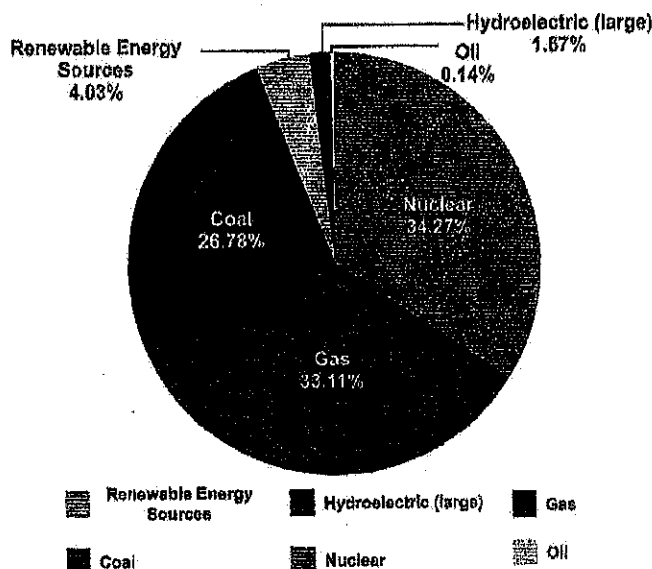
### Renewable Energy Sources

|                       |       |
|-----------------------|-------|
| Captured methane gas  | 0.28% |
| Fuel cells            | 0.03% |
| Geothermal            | 0.00% |
| Hydroelectric (small) | 0.00% |
| Solar                 | 0.28% |
| Solid waste           | 0.51% |
| Wind                  | 2.72% |
| Wood or other biomass | 0.20% |

Total .....100.00%

Renewable Energy Sources Subtotal .....4.03%

## ENERGY SOURCE

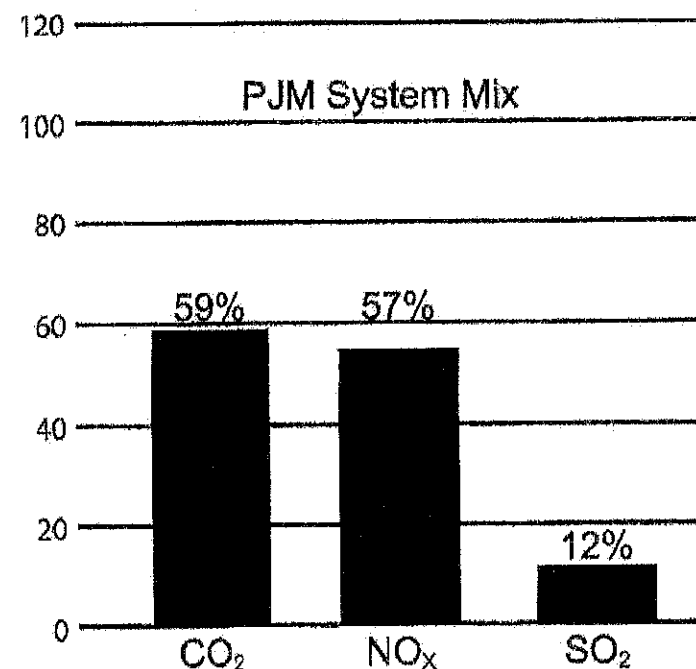


| Data Source    | CO <sub>2</sub><br>(lb/MWh) | NO <sub>x</sub><br>(lb/MWh) | SO <sub>2</sub><br>(lb/MWh) |
|----------------|-----------------------------|-----------------------------|-----------------------------|
| PJM System Mix | 891.01                      | 0.49                        | 0.66                        |
| NJ Benchmark   | 528.55                      | 0.28                        | 0.08                        |

|                    | CO <sub>2</sub> | NO <sub>x</sub> | SO <sub>2</sub> |
|--------------------|-----------------|-----------------|-----------------|
| PJM System Mix (%) | 100             | 100             | 100             |
| NJ Generation (%)  | 59              | 57              | 12              |

## NJ Generation Emissions Rates

(expressed as a percentage of PJM System Mix)



## Air Emissions Rates

Pursuant to N.J.A.C. 14:8-3.1(b)2, air emission rates for CO<sub>2</sub>, NO<sub>x</sub>, and SO<sub>2</sub> associated with the fuel mix must be reported in units of pound per megawatt-hour (lb/MWh). The Benchmark Energy Source and emission rate data is the PJM System Mix for EY 2019 and represent the average amount of air pollution associated with the generation of electricity in the PJM region. The PJM System Mix average emission rate for all electricity generation in the PJM Region can be used for comparison when a NJ TPS or BGS Provider supplies actual emission data for a product making an affirmative environmental claim that exceeds the NJ Renewable Portfolio Standards. CO<sub>2</sub> is a "greenhouse gas" which may contribute to global climate change. NO<sub>x</sub> and SO<sub>2</sub> react to form acids found in acid rain. NO<sub>x</sub> also reacts to form ground level ozone, an unhealthy component of "smog." For illustrative purposes, the chart below compares a hypothetical electricity product that contained 100% NJ generation sources to the PJM System Mix.

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

### **\*\* Fixed, All-Inclusive Product \*\***

The undersigned energy supplier, Hudson Energy Services, 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):

Alpha Borough (the "Customer(s)") that results or arises from Energy Supplier's participation in a reverse auction to be held on or about Tuesday, January 14<sup>th</sup>, 2020, 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. 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, such that the quoted price represents an all-in fixed rate for the entire cost of supplying the electricity for the duration of the Contract. 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

Hudson Energy Services, LLC

By: 

By: \_\_\_\_\_  
Print Name: Jeff Shoaf  
Title: President, North America Commercial  
Date: January 15, 2020

CUSTOMER(S)

Alpha Borough

By: 

Name: Craig S. Dunwell

Title: Mayor

Date: January 15, 2020

I have the authority to bind the Energy Supplier



