

GABRIELLE A. FIGUEROA
gfigueroa@bmg.law

December 20, 2017

VIA FEDERAL EXPRESS

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

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DEC 20 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: *Marathon Power, LLC*
Natural Gas Supplier License Application

To Whom It May Concern:

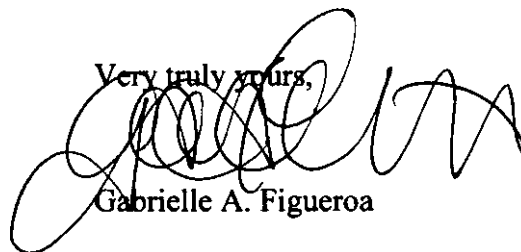
On behalf of our client Marathon Power, LLC ("Marathon"), enclosed please find an original application for consideration as Supplier of Natural Gas Supply Services in the Commonwealth of Pennsylvania ("Application"). Also enclosed is a check for the initial licensing fee in the amount of \$350.00 and searchable CD-Roms containing the contents of the Application.

Marathon has requested that certain portions of its application be given confidential treatment. The portions of this application which are confidential are enclosed and will only be served to the Public Utility Commission.

Marathon is a technically qualified and financially strong entity whose officers and staff bring strong experience in the retail natural gas industry.

Thank you for your attention to this application.

Very truly yours,



Gabrielle A. Figueroa

Enclosures

cc: Jeff Grygier (via electronic mail only, w/ enc.)
Service List (w/ non-confidential documents ONLY)

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Marathon Power, LLC, d/b/a _____, for approval to offer, render, furnish, or supply natural gas supply services as a supplier of natural gas to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

- a. **IDENTITY OF THE APPLICANT:** Provide name (including any fictitious name or d/b/a), primary address, web address, and telephone number of Applicant:

Marathon Power, LLC www.mecny.com
62-01 34th Avenue T: 718-435-2200, 888-779-7255
Woodside, NY 11377

- b. **PENNSYLVANIA ADDRESS / REGISTERED AGENT:** If the Applicant maintains a primary address outside of Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's secondary office within Pennsylvania. If the Applicant does not maintain a physical location within Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's Registered Agent within Pennsylvania.

InCorp Services, Inc. T: 800-246-2677
7208 Red Top Road F: 702-866-2689
Hummelstown, PA, 17036

- c. **REGULATORY CONTACT:** Provide the name, title, address, telephone number, fax number, and e-mail address of the person to whom questions about this Application should be addressed.

Jeff Grygier, CFO T: 718-564-2211
62-01 34th Avenue F: 718-435-3096
Woodside, NY 11377 E: jeff@mecny.com

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- d. **ATTORNEY:** Provide the name, address, telephone number, fax number, and e-mail address of the Applicant's attorney. If the Applicant is not using an attorney, explicitly state so.

Murray E. Bevan, Esq. Basking Ridge, NJ 07920
Bevan, Mosca & Giuditta, P.C. T: 908-753-8300; F: 908-753-8301
222 Mount Airy Road, Suite 200 E:mbevan@bmg.law

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS:** Provide the name, title, address, telephone number, fax number, and e-mail OF THE PERSON AND AN ALTERNATE PERSON (2 REQUIRED) responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with the Applicant, the Natural Gas Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed NGSs.

Chris Skulikidis, VP Operations Nick Plakas, Operations Manager
62-01 34th Ave, Woodside NY 11377 62-01 34th Ave, Woodside NY 11377
T: 718-564-2226, F: 718-435-3096 T: 718-564-2200, F: 718-435-3096
E: cskulikidis@mecny.com E: nick@mecny.com

2. BUSINESS ENTITY FILINGS AND REGISTRATION

a. **FICTITIOUS NAME:** *(Select appropriate statement and provide supporting documentation as listed.)*

The Applicant will be using a fictitious name or doing business as ("d/b/a")

Provide a copy of the Applicant's filing with Pennsylvania's Department of State Pursuant to 54 Pa. C.S. §311.

Or

The Applicant will not be using a fictitious name.

b. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**

(Select appropriate statement and provide supporting documentation. As well, understand that Domestic means being formed within Pennsylvania and foreign means being formed outside Pennsylvania.)

The Applicant is a sole proprietor.

- If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 Pa. C.S. §4124 relating to Department of State filing requirements.

Or

The Applicant is a:

- domestic general partnership (*)
- domestic limited partnership (15 Pa. C.S. §8511)
- foreign general or limited partnership (15 Pa. C.S. §4124)
- domestic limited liability partnership (15 Pa. C.S. §8201)
- foreign limited liability general partnership (15 Pa. C.S. §8211)
- foreign limited liability limited partnership (15 Pa. C.S. §8211)

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.
- Provide the state in which the business is organized/formed and provide a copy of the Applicant's charter documentation.
- * If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

OR

The Applicant is a:

- domestic corporation (15 Pa. C.S. §1308)
- foreign corporation (15 Pa. C.S. §4124)
- domestic limited liability company (15 Pa. C.S. §8913)
- foreign limited liability company (15 Pa. C.S. §8981)
- Other (Describe):

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.
- Give name and address of officers.

Please see the attached response to Item 2b.

3. AFFILIATES AND PREDECESSORS

(both in state and out of state)

- a. **AFFILIATES:** Give name and address of any affiliate(s) currently doing business and state whether the affiliate(s) are jurisdictional public utilities. If the Applicant does not have any affiliates doing business, explicitly state so. Also, state whether the applicant has any affiliates that are currently applying to do business in Pennsylvania.

Applicant has two affiliates: Marathon Energy Corp. and Marathon Mechanical LLC.

Neither affiliate is a jurisdictional public utility. Neither affiliate is applying to do business in Pennsylvania.

- b. **PREDECESSORS:** Identify the predecessor(s) of the Applicant and provide the name(s) under which the Applicant has operated within the preceding five (5) years, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

None.

4. OPERATIONS

a. **APPLICANT'S PRESENT OPERATIONS:** *(select and complete the appropriate statement)*

Definitions

- Supplier – an entity which provides natural gas supply services to retail gas customers utilizing the jurisdictional facilities of a natural gas distribution company
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of natural gas but does not take title to the natural gas.

The Applicant is presently doing business in Pennsylvania as a

- natural gas interstate pipeline
- municipality providing service outside its municipal limits
- local gas distribution company
- retail supplier of natural gas services in the Commonwealth
- a natural gas producer
- a broker/marketer engaged in the business of supplying natural gas services
- Other. (Identify the nature of service being rendered)

Applicant is a licensed EGS under Docket No. A-2014-2433775, with a pending request to expand services under Docket No. A-2017-2622882.

or

The Applicant is not presently doing business in Pennsylvania.

b. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

- Supplier or Aggregator of natural gas services
- Municipal supplier of natural gas services
- Cooperative supplier of natural gas services
- Broker/Marketer engaged in the business of supplying natural gas services
 - Check here to verify that your organization will not be taking title to the natural gas nor will you be making payments for customers.
- Other (Describe):

c. **PROPOSED SERVICES:** Describe in detail the natural gas supply services which the Applicant proposes to offer.

Applicant proposes to offer competitive natural gas supply service to commercial, industrial, and residential customers under a variety of pricing plans including fixed, variable, indexed, and capped options.

d. **PROPOSED SERVICE AREA:** Check the box of each Natural Gas Distribution Company for which the Applicant proposes to provide service.

- | | |
|---|--|
| <input type="checkbox"/> Columbia | <input checked="" type="checkbox"/> Philadelphia Gas Works |
| <input type="checkbox"/> National Fuel Gas | <input type="checkbox"/> UGI Central Penn |
| <input type="checkbox"/> PECO | <input type="checkbox"/> UGI Penn natural |
| <input type="checkbox"/> Peoples Gas – Equitable Div. | <input type="checkbox"/> UGI Utilities |
| <input type="checkbox"/> Peoples Natural Gas | <input type="checkbox"/> Valley Energy |
| <input type="checkbox"/> Peoples Gas Company | <input type="checkbox"/> All of the above |

e. **CUSTOMERS:** Applicant proposes to provide services to:

- Residential Customers
- Small Commercial Customers - (Less than 6,000 Mcf annually)
- Residential and Small Commercial as Mixed Meter ONLY (CANNOT BE TAKEN WITH RESIDENTIAL AND/OR SMALL COMMERCIAL ABOVE)
- Large Commercial Customers - (6,000 Mcf or more annually)
- Industrial Customers
- Governmental Customers
- All of above (Except Mixed Meter)
- Other (Describe):

f. **START DATE:** Provide the approximate date the Applicant proposes to actively market within the Commonwealth.

February 1, 2018, or as soon as authorized to market by the PUC.

5. COMPLIANCE

- a. **CRIMINAL/CIVIL PROCEEDINGS:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, has been or is currently the defendant of a criminal or civil proceeding within the last five (5) years.

Identify all such proceedings (active or closed), by name, subject and citation; whether before an administrative body or in a judicial forum. If the Applicant has no proceedings to list, explicitly state such.

None.

- b. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any such proceedings listed above.

- c. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints filed with or by a customer, regulatory agency, or prosecutory agency against the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, for the prior five (5) years, including but not limited to customers, Utility Commissions, and Consumer Protection Agencies such as the Offices of Attorney General. If the Applicant has no actions or complaints to list, explicitly state such.

Please see the attached confidential response to Item 5c.

- d. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any actions listed above.

Please see the attached confidential response to Item 5d.

6. PROOF OF SERVICE

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.
(Example Certificate of Service is attached at Appendix C)

- a.) **STATUTORY AGENCIES:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, provide proof of service of a signed and verified Application with attachments on the following:

Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

Office of the Small Business Advocate
Commerce Building, Suite 202
300 North Second Street
Harrisburg, PA 17101

Commonwealth of Pennsylvania
Department of Revenue
Bureau of Compliance
Harrisburg, PA 17128-0946

Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2 West
Harrisburg, PA 17120

b.) **NGDCs:** Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, provide Proof of Service of the Application and attachments upon each of the Natural Gas Distribution Companies the Applicant proposed to provide service in. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14. Contact information for each NGDC is as follows.

<p>Columbia Gas of PA, Inc. Michele Caddell 290 W. Nationwide Blvd. Columbus, OH 43215 PH: 614.460.6841 FAX: 614.460.8447 e-mail: mcaddell@nisource.com</p>	
<p>Peoples Natural Gas – Equitable Division Lynda Petrichevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petrichevich@peoples-gas.com</p>	<p>National Fuel Gas Distribution Corp. David D. Wolford 6363 Main Street Williamsville, NY 14221 PH: 716.857.7483 FAX: 716.857.7479 e-mail: wolfordd@natfuel.com</p>
<p>The Peoples Natural Gas Company Lynda Petrichevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petrichevich@peoples-gas.com</p>	<p>PECO Carlos Thillet, Manager, Gas Supply and Transportation 2301 Market Street, S9-2 Philadelphia, PA 19103 PH: 215.841.6452 Email: carlos.thillet@exeloncorp.com</p>
<p>Peoples Gas Company Lynda Petrichevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petrichevich@peoples-gas.com</p>	<p>Philadelphia Gas Works Nicholas LaPergola 800 West Montgomery Avenue Philadelphia, PA 19122 PH: 215.684.6278 email: nicholas.lapergola@pgworks.com</p>
<p>UGI Central Penn David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>	<p>UGI David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>
<p>Valley Energy Inc. Ed Rogers 523 South Keystone Avenue Sayre, PA 18840-0340 PH: 570.888-9664 FAX: 570.888.6199 email: erogers@ctenterprises.org</p>	<p>UGI Penn Natural David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>

7. FINANCIAL FITNESS

- a. **BONDING:** In accordance with 66 Pa. C.S. Section 2208(c), no natural gas supplier license shall be issued or remain in force unless the applicant or holder furnishes a bond or other security in a form and amount to ensure the financial responsibility of the natural gas supplier. The criteria used to determine the amount and form of such bond or other security shall be set by each NGDC. Provide documentation that the applicant has met the security requirement of each NGDC by submitting the letters sent by the NGDCs stating what bonding amounts they require.

Please see the attached documentation from PG&E.

- b. **FINANCIAL RECORDS, STATEMENTS, AND RATINGS:** Applicant must provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)
- Applicant's accounting statements, including balance sheet and income statements for the past two years.
- Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form, evidence of Moody's, S&P, or Fitch ratings, and/or other independent financial service reports.
- A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
- Audited financial statements exhibiting accounts over a minimum two year period.
- Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

Please see the attached confidential response to Item 7b.

- c. **SUPPLIER FUNDING METHOD:** If Applicant is operating as anything other than Broker/Marketer only, explain how Applicant will fund its operations. Provide all credit agreements, lines of credit, etc., and elaborate on how much is available on each item.

Please see the attached confidential response response to Item 7c.

- d. **BROKER PAYMENT STRUCTURE:** If applicant is a broker/marketer, explain how your organization will be collecting your fees.

e. **ACCOUNTING RECORDS CUSTODIAN:** Provide the name, title, address, telephone number, FAX number, and e-mail address of Applicant's custodian for its accounting records.
Jeff Grygier, CFO. 62-01 34th Avenue, Woodside, NY 11377
T: 718-564-2211 F: 718-435-3096
E: jeff@mecny.com

f. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix D to this application.

All sections of the Tax Certification Statement must be completed. Absence (submitting N/A) of any of the TAX identifications numbers (items 7A through 7C) shall be accompanied by supporting documentation or an explanation validating the absence of such information.

Items 7A and 7C on the Tax Certification Statement are designated by the Pennsylvania Department of Revenue. Item 7B on the Tax Certification Statement is designated by the Internal Revenue Service.

Please see the attached Tax Certification Statement.

8. TECHNICAL FITNESS:

To ensure that the present quality and availability of service provided by natural gas distribution companies does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided.

a. **EXPERIENCE, PLAN, STRUCTURE:** such information may include:

- Applicant's previous experience in the natural gas industry.
- Summary and proof of licenses as a supplier of natural gas services in other states or jurisdictions.
- Type of customers and number of customers Applicant currently serves in other jurisdictions.
- Staffing structure and numbers as well as employee training commitments.
- Business plans for operations within the Commonwealth.
- Any other information appropriate to ensure the technical capabilities of the Applicant.

Please see the attached confidential response to Item 8a.

b. **PROPOSED MARKETING METHOD** (check all that apply)

- Internal – Applicant will use its own internal resources/employees for marketing
- External NGS – Applicant will contract with a **PUC LICENSED NGS**
- Affiliate – Applicant will use a **NON-NGS affiliate that is a nontraditional marketer and/or marketing services consultant**
- External Third-Party – Applicant will contract with a **NON-NGS third party nontraditional marketer and/or non-selling marketer**
- Other (Describe):

c. **DOOR TO DOOR SALES:** Will the Applicant be implementing door to door sales activities?

Yes

No

If yes, will the Applicant be using verification procedures?

Yes

No

If yes, describe the Applicant's verification procedures.

d. **OVERSIGHT OF MARKETING:** Explain all methods Applicant will use to ensure all marketing is performed in an ethical manner, for both employees and subcontractors.

Applicant requires training of its marketers; broker agreements executed with Applicant require that broker conduct must be in accordance with applicable regulations and laws.

Applicant reviews complaints and terminates brokers or employees for violations.

e. **OFFICERS:** Identify Applicant's chief officers, and include the professional resumes for any officers directly responsible for operations. All resumes should include date ranges and job descriptions containing actual work experience.

Please see the attached response to Item 8e.

9. **DISCLOSURE STATEMENT:**

(Not applicable for an applicant applying for a license exclusively as a broker/marketer.)

DISCLOSURE STATEMENTS: If proposing to serve Residential and/or Small Commercial (less than 6,000 Mcf annually) Customers, provide a Residential and/or Small Commercial disclosure statement. A sample disclosure statement is provided as Appendix E to this Application.

- Natural gas should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.

Please see the attached Disclosure Statement.

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

- a. **STANDARDS OF CONDUCT AND DISCLOSURE:** As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives, and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 62.114.



AGREED

- b. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission:

- **Reports of Gross Receipts:** Applicant shall file an annual report with the Commission on an annual basis no later than April 30th following the end of the calendar year per 52 Pa. Code § 62.110.



AGREED

- c. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa. C.S. § 2208(d). Transferee will be required to file the appropriate licensing application.



AGREED

- d. **ANNUAL FEES:** The Public Utility Code authorizes the PUC to collect an annual fee of \$350 from suppliers, brokers, marketers, and aggregators selling natural gas in the Commonwealth of PA, and a supplemental fee based on annual gross intrastate revenues, applicable to suppliers only.



ACKNOWLEDGED

- e. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur to the information upon which the Commission relied in approving the original filing. See 52 Pa. Code § 62.105.



AGREED

- f. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.



AGREED

- g. NOTIFICATION OF CHANGE:** If your answer to any of these items changes during the pendency of your application or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to so inform the Commission, within thirty (30) days, as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania. See 52 Pa. Code § 62.105.



AGREED

- h. CEASING OF OPERATIONS:** Applicant is also required to officially notify the Commission if it plans to cease doing business in Pennsylvania, 90 days prior to ceasing operations.



AGREED

- i. FILING FEE:** The Applicant has enclosed or paid the required, non-refundable filing fee by **CERTIFIED CHECK OR MONEY ORDER** in the amount of \$350.00 payable to the Commonwealth of Pennsylvania. The Commission does not accept corporate or personal checks for filing fees.



PAYMENT ENCLOSED

11. AFFIDAVITS

(All affidavits must be notarized before filing.)

- a.) APPLICATION AFFIDAVIT:** Complete and submit with your filing an officially notarized Application Affidavit stating that all the information submitted in this application is truthful and correct. An example copy of this Affidavit can be found at Appendix A.

Please see the attached executed Application Affidavit.

- b.) OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the Public Utility Code of Pennsylvania and applicable federal and state laws. An example copy of this Affidavit can be found at Appendix B.

Please see the attached executed Operations Affidavit.

12. NEWSPAPER PUBLICATIONS

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.

Notice of filing of this Application must be published in newspapers of general circulation covering each county in which the applicant intends to provide service. The newspapers in which proof of publication are required is dependent on the service territories the applicant is proposing to serve.

The chart below dictates which newspapers are necessary for each NGDC. For example, an applicant that wants to operate in Peoples – Equitable would need to run ads in both The Erie Times-News and the Pittsburgh Post-Gazette. If the applicant is proposing to serve the entire Commonwealth, please file proof of publication in all seven newspapers.

The only acceptable verification of this requirement is with Notarized Proofs of Publication, which may be requested from each newspaper and must be supplied with this application. Applicants do not need a docket number in their publication. Docket numbers will be issued when all criteria on the item 14 checklist (see below) are satisfied.

	Erie Times-News	Harrisburg Patriot-News	Philadelphia Daily News	Pittsburgh Post-Gazette	Scranton Times-Tribune	Williamsport Sun-Gazette	Johnstown Tribune-Democrat
Columbia Gas	X	X		X		X	X
National Fuel Gas				X			
PECO			X				
Peoples - Equitable	X			X			
Peoples Natural Gas	X			X			X
Peoples TWP LLC				X			
Philadelphia Gas Works			X				
UGI		X	X		X		
UGI Central Penn	X	X	X	X	X	X	X
UGI Penn Natural		X			X	X	
Valley Energy					X	X	
Entire Commonwealth	X	X	X	X	X	X	X

(Example Publications are provided at Appendices F and G)

13. SIGNATURE

Applicant: Marathon Power LLC
 By: *Jeff Gryzier*
 Title: CFO

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 SECRETARY'S BUREAU

14. CHECKLIST

For the applicant's convenience, please use the following checklist to ensure all relevant sections are complete. The Commission Secretary's Bureau will not accept an application unless each of the following sections is complete.

Applicant: Marathon Power LLC

Applicant's Use	<input checked="" type="checkbox"/>	Signature		PUC Secretary's Bureau Use
	<input checked="" type="checkbox"/>	Filing Fee (ONLY CERTIFIED CHECK OR MONEY ORDER)		
	<input checked="" type="checkbox"/>	Application Affidavit		
	<input checked="" type="checkbox"/>	Operations Affidavit		
	<input checked="" type="checkbox"/>	Proof of Publication		
	<input checked="" type="checkbox"/>	Tax Certification Statement		
	<input checked="" type="checkbox"/>	Commonwealth Department of State Verification		
	<input checked="" type="checkbox"/>	Certificate of Service		

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of New York :

ss.

County of Queens :

Jeff Grygier, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the CFO (Office of Affiant) of Marathon Power LLC (Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

That the Applicant herein Marathon Power LLC has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as an natural gas supplier pursuant to 66 Pa. C.S. § 2208 (c)(1).

That the Applicant herein Marathon Power LLC has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein Marathon Power LLC acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

That the Applicant herein Marathon Power LLC acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.

[Signature]
Signature of Affiant

Sworn and subscribed before me this 20 day of July, 2017.

[Signature]
Signature of official administering oath

My commission expires CHRISOULA VLACHOU DRENIS
Notary Public, State of New York
No. 0146130005
Qualified in Kings County
Commission Expires July 05, 2021

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of New York :

ss.

County of Queens :

Jeff Grygier, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the CFO (Office of Affiant) of Marathon Power LLC (Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

That Marathon Power LLC, the Applicant herein, acknowledges that [Applicant] may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; or with other applicable statutes or regulations including Emergency Orders which may be issued verbally or in writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business in Pennsylvania.

That Marathon Power LLC, the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render natural gas supply service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That Marathon Power LLC, the Applicant herein, certifies to the Commission that it is subject to, will pay, and in the past has paid, the full amount of taxes imposed by Articles II and XI of the Act of March 4, 1971 (P.L. 6, No. 2), known as the Tax Reform Act of 1971 and any tax imposed by Chapter 22 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of Chapter 28 shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional natural gas sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa. C.S. §506 (relating to the inspection of facilities and records).

Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.

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Appendix B (Continued)

Marathon Power LLC

That _____, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506 and the standards and billing practices of 52 PA. Code Chapter 56.

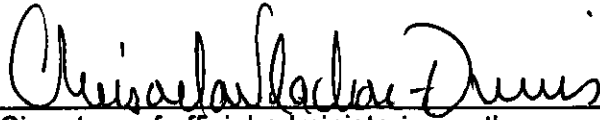
That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Office of Communications or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the law.

That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.



Signature of Affiant

Sworn and subscribed before me this 20 day of July, 2017.



Signature of official administering oath

CHRISOULA VLACHOU DRENIS
Notary Public, State of New York
No. 01VL6130083
Qualified in Kings County
Commission Expires July 05, 2021

My commission expires _____

Marathon Power, LLC
Application for Approval to Offer, Render, Furnish or Supply Natural Gas as a Supplier to the
Public in the Commonwealth of Pennsylvania

Attachment 1
Response to Item 2b

Names and address of officers:

Jerry Drenis, President
62-01 34th Avenue
Woodside, NY 11377

Jeff Grygier, CFO
62-01 34th Avenue
Woodside, NY 11377

Attachment 1 also includes the following documents:

State of New York Department of State Certificate of Good Standing for Marathon Power, LLC

Pennsylvania Department of State Bureau of Corporations and Charitable Organizations

Additional documents are confidential and have been filed under seal.

State of New York
Department of State } ss:

I hereby certify, that MARATHON POWER LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 12/24/2010, and that the Limited Liability Company is existing so far as shown by the records of the Department.

RECEIVED

DEC 20 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



WITNESS my hand and the official seal of the Department of State at the City of Albany, this 12th day of December two thousand and seventeen.

A handwritten signature in black ink, appearing to read "B. Fitzgerald", written over a horizontal dashed line.

Brendan W. Fitzgerald
Executive Deputy Secretary of State

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS
401 NORTH STREET, ROOM 206
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.STATE.PA.US/CORP

Marathon Power LLC

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 4276856

RECEIVED

DEC 20 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Marathon Power LLC
838 39Th Street
Brooklyn, NY 11232

Entity #: 4276866
Date Filed: 06/06/2014
Carol Aichele
Secretary of the Commonwealth

**PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU**

**Application for Registration - Foreign
(15 Pa.C.S.)**

- Registered Limited Liability General Partnership (§ 8211)
- Registered Limited Liability Limited Partnership (§ 8211)
- Limited Partnership (§ 8582)
- Limited Liability Company (§ 8981)

Name Marathon Power LLC		
Address 868 39th Street		
City Brooklyn	State NY	Zip Code 11232

Document will be returned to the name and address you enter to the left.

Commonwealth of Pennsylvania
APPLICATION FOR REGISTRATION 3 Page(s)



Fee: \$250

In compliance with the requirements of the applicable provisions (relating to registration), the undersigned, desiring to register to do business in this Commonwealth, hereby states that:

1. The name of the limited liability company/limited liability partnership/limited partnership in the jurisdiction in which it is formed: Marathon Power LLC	
2. The name under which the limited liability company/limited liability partnership/limited partnership proposes to register and do business in this Commonwealth is: Marathon Power LLC	
3. The name of the jurisdiction under the laws of which it was organized and the date of its formation: Jurisdiction: <u>NY</u> Date of Formation: <u>12/24/2010</u>	
4. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is: (a) Number and street City State Zip County (b) Name of Commercial Registered Office Provider INCORP SERVICES INC.	County DAUPHIN

PA DEPT. OF STATE
JUN 17 2014

DSCB:15-8981/8211/8582-2

5. Check and complete one of the following:

The address of the office required to be maintained by it in the jurisdiction of its organization by the laws of that jurisdiction is:

868 39th Street	Brooklyn	NY	11232
Number and street	City	State	Zip

It is not required by the laws of its jurisdiction of organization to maintain an office therein and the address of its principal office is:

Number and street	City	State	Zip

6. ~~For Restricted Professional Limited Liability Company Only. Strike out if inapplicable.~~ The company is a ~~restricted professional company organized to render the following professional service(s):~~

N/A

Limited Liability Partnership and Limited Partnership: Complete paragraphs 7 and 8

7. The name and business address of each general partner.

Name	Business Address

8. The address of the office at which is kept a list of the names and addresses of the limited partners and their capital contribution is:

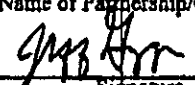
Number and street	City	State	Zip	County

The registered partnership hereby undertakes to keep those records until its registration to do business in the Commonwealth is canceled or withdrawn.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer/member or manager thereof this

4th day of March 2014 .

Marathon Power LLC
Name of Partnership/Company


Signature

CFO
Title



PHILADELPHIA GAS WORKS

800 West Montgomery Avenue • Philadelphia, PA 19122

November 30, 2017

Mr. Jeff Grygier
Marathon Power, LLC
62-01 34th Avenue
Woodside, NY 11377

Dear Mr. Grygier:

Re: Security Requirement for Marathon Power, LLC

Philadelphia Gas Works ("PGW") is aware that Marathon Power, LLC has filed an application with the Pennsylvania Public Utility Commission to supply natural gas services to the public in Pennsylvania and specifically within the service territory of Philadelphia Gas Works. You have stated that, in performing these services, Marathon Power, LLC will take title to any delivered natural gas.

Under its tariff, Philadelphia Gas Works could require Marathon Power, LLC to provide a bond or other financial security instrument in an amount that Philadelphia Gas Works determines to be appropriate. Upon final approval of your application to PGW and prior to enrolling customers, security in the first year for firm pools will be required based on your estimated firm pool size. It will be updated annually based on actual firm pool size.

At this time, Marathon Power, LLC does not need to post a bond or other form of security.

If you have any questions concerning the foregoing, please contact me at 215-684-6725.

Sincerely,


JOHN C. ZUK
Vice President, Gas Supply

NL/dls

State of New Jersey



Board of Public Utilities

44 S. Clinton Ave., P.O. Box 350, Trenton, New Jersey 08625

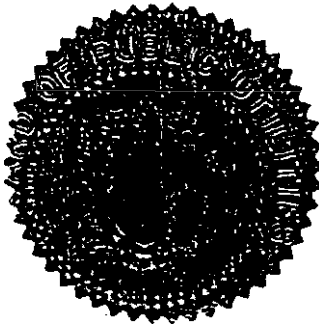
HEREBY LICENSES

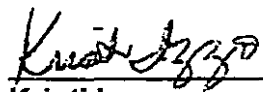
Marathon Power LLC

302 Main Street
Paterson, New Jersey 07505

To conduct business in the State of New Jersey as a

Gas Supplier





Kristi Izzo
Secretary of the Board

License No. GSL-0105
Effective Date: April 23, 2014
Expiration Date: April 22, 2015

State of New Jersey



Board of Public Utilities

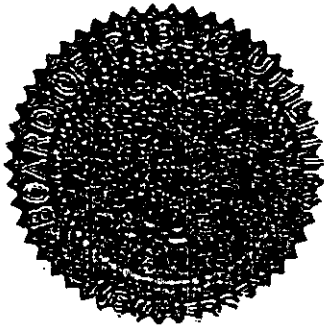
44 S. Clinton Ave., P.O. 350, Trenton, New Jersey 08625

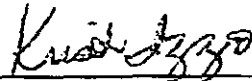
HEREBY LICENSES

Marathon Power LLC
302 Main Street
Paterson, New Jersey 07505

To conduct business in the State of New Jersey as an

Electric Power Supplier





Kristi Izzo
Secretary of the Board

License No.	ESL-0105
Effective Date:	April 23, 2014
Expiration Date:	April 22, 2015

STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE
THREE EMPIRE STATE PLAZA, ALBANY, NY 12223-1350
Internet Address: <http://www.dps.state.ny.us>

PUBLIC SERVICE COMMISSION

GARRY A. BROWN
Chairman
PATRICIA L. ACAMPORA
MAUREEN F. HARRIS
ROBERT E. CURRY JR.
JAMES L. LAROCCA
Commissioners



PETER MCGOWAN
General Counsel
JACLYN A. BRILLING
Secretary

April 26, 2011

Mr. Jerry Drenis
Marathon Power LLC
868 39th Street
Brooklyn, NY 11232

RE: Marathon Power LLC – ESCO Code MARA

Dear Mr. Drenis:

Thank you for submitting your Retail Access Application Package to become an Energy Services Company (ESCO) serving residential and nonresidential natural gas and electric customers in New York State. This letter is to inform you that documentation submitted in your application package have been reviewed by Staff and established to be in compliance with the New York State Public Service Commission's ESCO eligibility requirements that are implemented by codes and regulations found in the Uniform Business Practices, the Home Energy Fair Practices and other applicable regulations.

I am also pleased to notify you that Marathon Energy Corp. has successfully met the Commission's EDI Phase I certification requirements for Core, Utility Rate and Bill Ready Transactions effective March 11, 2011. All requirements therefore, for this initial stage of your eligibility determination have been satisfied.

Please be advised that you may now continue with the utility approval stage of the eligibility process by contacting those companies in whose service territories you intend to participate. The utility stage normally consists of a creditworthiness determination, completion of Phase III EDI testing and the execution of any operating or billing service agreements. Please note that each utility's eligibility requirements pertain to only their retail access programs.

Once you have satisfactorily completed the utility eligibility stage, Staff will be notified by the utility of your success. It would be helpful Marathon Energy Corp. notified Staff of the actual production date in the utility service territories you intend to

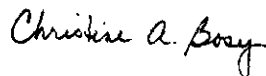
enroll customers. At that point I will confirm that your final eligibility requirements have been satisfied.

Be advised that to maintain your ESCO eligibility, you must notify Staff of any substantive legal, financial or business related changes to your company as they occur. If your business plan changes and you decide to expand your service offerings by choosing to participate in any of the ESCO referral programs or move into other utility service territories, you must immediately submit the appropriate documentation for Staff review and determination of how it affects your current eligibility.

If you are using vendors to provide ESCO related services (e.g., EDI), the ESCO remains fully responsible for any activities the vendors perform. If you have not already done so, or if you have changed vendors since last reporting them to us, please provide Staff a list with contact information for all vendors that you are now using. **Finally, you must submit a statement annually, by January 31st, indicating that the information in your original or most recent updated Retail Access Application (RAAF) remains current, or submit a revised RAAF with statement identifying revisions.** Upon completion of our review of new eligibility information, Staff will then update your eligibility status as necessary.

We will only post your company's contact information on our Website once you have completed the eligibility process and are ready to begin enrolling customers. Please do not hesitate to contact me if you have any further questions or concerns at (518) 486-2432 or Christine_Bosy@dps.state.ny.us.

Sincerely,



Christine A. Bosy
Retail Access Section
Office of Consumer Policy

Marathon Power, LLC
Application for Approval to Offer, Render, Furnish or Supply Natural Gas as a Supplier to the
Public in the Commonwealth of Pennsylvania

Attachment 6
Response to Item 12

Proofs of publication for the required newspaper is attached hereto.

Proof of Publication in The Philadelphia Daily News
Under Act. No 587, Approved May 16, 1929

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

Helene Sweeney being duly sworn, deposes and says that **The Philadelphia Daily News** is a newspaper published daily, except Sunday, at Philadelphia, Pennsylvania, and was established in said city in 1925, since which date said newspaper has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said newspaper on the following dates:

May 1, 2017

Affiant further deposes and says that she is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that she is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

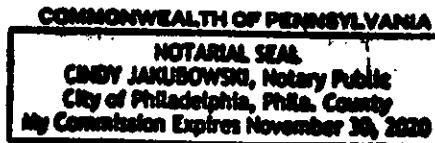


Sworn to and subscribed before me this 1st day of
May, 2017.



Notary Public

My Commission Expires:



Copy of Notice of Publication

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE

Application of Marathon Power LLC For Approval To Offer, Render, Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged in the Business of Supplying Natural Gas Supplier Services to the Public in The Commonwealth of Pennsylvania.

Marathon Power LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier or aggregator of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. Marathon Power LLC proposes to sell electricity and related services in the Philadelphia Gas Works territory under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Proteas directed to the technical or financial fitness of Marathon Power LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Marathon Power LLC attorney at the address listed below.

By and through Counsel: Murray E. Bevan, Esq.
Marathon Power LLC
666 35th Street
Brooklyn, NY 11222
Phone: 718-435-2200
Fax: 718-435-3086

RECEIVED

DEC 20 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



Fixed Natural Gas Supply Agreement Pennsylvania

<input type="checkbox"/>	Appointment
<input type="checkbox"/>	Walk-In
<input type="checkbox"/>	Phone Contact

New: <input type="checkbox"/>	CUSTOMER INFORMATION				SPR : <input type="checkbox"/>
Renewal: <input type="checkbox"/>					
Customer/Contact Name:			Account/GDC Name:		
Billing Address:			Service Address:		
City:	State:	Zip Code:	City:	State:	Zip Code:
Telephone:	Cell Number:		E-mail:		
EGS:		Rate Class:	Tax-exempt: <input type="checkbox"/> No <input type="checkbox"/> Yes Tax-exempt #: _____		
			Copy of Tax Exemption attached : <input type="checkbox"/> No <input type="checkbox"/> Yes		
Philadelphia Gas Works Account # :			_____		
Approximate Start Date:			_____		
Approximate End Date:			_____		
Term:			_____ / Months		
Rewards:			<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Fixed Rate:			_____ /kWh		

IN WITNESS WHEREOF: Customer and Marathon hereby agree to and accept all Terms & Conditions set forth on the back and the attached pages and Incorporated herein and have caused this Agreement to be executed as of this _____ Day of _____ 201_____

For Marathon Power, LLC:

For Customer:

Marathon Signature

Associate Signature

Customer's Signature

Customer's Printed Name & Title


Office Use Only:

Legacy ID: _____ AD: _____ SC: _____ OC: _____ 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.

In the case of telephonic acceptance such execution or acceptance shall be deemed provided pursuant to the methods authorized under PA Public Utility Code.



 Fixed Natural Gas Supplier Contract Summary	
Natural Gas Generation Supplier information	Marathon Power LLC, 62-01 34 th Avenue, Woodside, NY 11377, 1-718-435-2000 or 1-888-779-7255, www.mecny.com Marathon Power LLC is responsible for all natural gas supply charges.
Generation/Supply Price	Fixed Rate _____ per therm for _____ months
Price Structure	Fixed Rate - An all-inclusive fixed rate per therm price that will remain the same for the term of the contract.
Statement Regarding Savings	Marathon Power LLC does not offer Utility Price Matching or guarantee savings. Marathon Power's supply price may not always provide savings to the Customer.
Deposit Requirements	No deposit.
Contract Start Date	Start date for all fixed customers will be the assigned date from the Natural Gas Distribution Company.
Contract Term/Length	Fixed Service is for 12 months, unless otherwise specified above.
Incentives	The Rewards Program is open to all current Marathon customers in good-standing, 18 years of age or older. Each Customer must enroll manually in the points program online at www.mecny.com – it will not be done automatically with the opening of an account. Points are earned post enrollment (not retroactively). Points accumulate and Customer must manually redeem their points online at www.mecny.com – it will not be done automatically. Rewards points are earned based on payments received by the LDC; points not used or redeemed prior to termination are forfeited upon termination or the closing of the account, whichever is earlier. Customers earn 1 reward point for every XXX therms of natural gas billed and paid. Once the customer reaches 1,000 points, customer is entitled to redeem the points for a \$10 Visa debit card. Points not redeemed by current customers in good standing expire after 12 months. Marathon reserves the right to adjust credit or debit any points. Any and all adjustments are up to the sole discretion of Marathon, its subsidiaries and affiliates.
Early Termination Fees	Early Termination Fees, are calculated as follows: Residential Customers: If a residential customer terminates their fixed agreement before the agreed expiration date, the Early Termination Fee will be: <ul style="list-style-type: none"> • \$15 per month remaining on the contract, and will not exceed \$300
Renewal Terms	Fixed Rate- Marathon will send you two advance written notices, either in our bills or in separate mailings, between 30 and 60 days before either the expiration date or the effective date of any changes. Upon completion of the Initial Term, this Agreement will automatically renew into a variable rate plan which will renew on a month to month basis with a monthly variable rate, unless the customer accepts the proposed new options, enrolls with a different EGS, or returns to the default service provider.
Gas Distribution Company Info. (EDC)	You will receive a single bill from your LDC that includes our generation supply charges as well as the LDC's delivery charges. The LDC will respond to leaks and emergencies. In the event of a leak, service interruption, outage or other emergency, you should immediately call LDC and emergency personnel. Philadelphia Gas Works: 215-235-1212
Special Comments:	



Terms & Conditions

1. Agreement to Sell and Purchase Natural Gas. This is an agreement between Marathon Power, LLC ("Marathon" or "NGS") and the undersigned customer ("Customer") under which Customer authorizes a change in Customer's Natural Gas Generation Supplier and agrees to obtain natural gas supply service from Marathon (the "Agreement"). Subject to the terms and conditions of this Agreement, Marathon agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Marathon, necessary to meet Customer's requirements based upon consumption data obtained by Marathon or the delivery schedule of the Local Distribution Utility (the "LDC"). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Marathon or the LDC's delivery schedule. The LDC will continue to deliver natural gas supplied by Marathon. Marathon sets the generation prices and charges that the customer will pay. The Public Utility Commission regulates distribution prices and services. Marathon is licensed by the Pennsylvania Public Utility Commission ("PUC" or "Commission") to offer and supply natural gas supply services in Pennsylvania. Our PUC license number is X-XXXX-XXXXXXX. Marathon does not guarantee savings with this enrollment. Customer has been advised of all risks associated by signing this Agreement.

2. Term. This Agreement shall commence as of the date Customer's notice regarding the change of NGS 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"). If service start date is delayed for any reason through no fault of Marathon Energy (e.g. blocked account, customer delay), then end date will be adjusted to account for the delay and reflect the Initial Term agreed to by Customer and Marathon.

3. Renewal and Change in Terms. If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, Marathon will send you two written notices either in our bills or in separate mailings that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. You will receive these notifications between 30 and 60 days before the expiration date. If you do not respond to the 2 advance notices prior to the expiration date, this Agreement converts to a variable rate on a month to month basis unless you switch to another NGS or choose to return to default service. While receiving service on a month-to-month basis per the variable price renewal

terms, Customer or Marathon may cancel or terminate this Agreement at any time without penalty.

4. Pricing and Billing. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be a Variable Price per therm which shall each month be based on market prices, including but not limited to Transmission Services, Congestion & Losses, Ancillary Services, weather related factors, company margin and all applicable (total estimated state) taxes; including the Gross Receipts Tax but excludes applicable state and local Sales Tax, fees, charges or other assessments and Marathon's costs, expenses and margins. Please call Marathon Power at 1.888.779.7255 or visit our website at www.mecny.com to get a copy of Marathon's Historical Variable rates compared to the LDC. Historical pricing is not indicative of present or future pricing and Marathon Power LLC does not offer Utility Price Matching or guarantee savings. Marathon Power's supply price may not always provide savings to the Customer. **Rate will change monthly; there are no ranges /ceilings on the variable rate that can be charged.** Fixed rate is an all-inclusive per therm price that will remain the same for the term of the contract. This price includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local sales tax. You will receive a single bill from your LDC each billing cycle that includes Marathon's generation supply charges as well as the LDC's delivery charges. Customer agrees to pay each invoice within the terms as outlined in Customer's agreement with the LDC.

5. Right of Rescission. Customer may rescind this agreement by calling 1-888-779-7255 at any time before midnight of the 3rd business day after receiving this disclosure. Customer may also contact Marathon in writing using the contact information in Section 12. Once Customer's account has been enrolled, if the Utility identifies a different service class than represented by Customer, Marathon reserves the right to propose changes to its Terms and Conditions by providing two written notices explaining your options going forward, as discussed in Section 2, "Term." Marathon reserves the right to cancel this Agreement for misrepresentation by Customer and breach of contract if Customer misrepresents its service class without providing notice to Marathon.

6. DEFINITIONS. "Commodity Charge" is the charge for basic gas supply service which is sold either by volume (CcF or Mcf) or heating value (Dekatherms). "Transmission Charge" is the charge for natural gas through the interstate



pipelines to the distribution lines of a natural gas distribution company.

7. Assignment. 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 send an advance written notices either in our bills or in separate mailings 30 days prior to effective date of change. This agreement is the entire understanding between Marathon and the customer; no oral statements are effective.

9. Information Release Authorization. Customer authorizes Marathon to obtain and review "Customer Information" 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. Marathon will not release private customer information to a third party unless the customer has been notified and Marathon has received written consent from the customer. 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 1-888-779-7255. Customer may also restrict authorization to its information either orally or in writing to the address listed in Contact Information below. Marathon reserves the right to terminate this Agreement pursuant to the provisions of Section 10 of this Agreement.

10. Cancellation and Termination Rights. The services provided by Marathon to Customer are governed by the terms and 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. If Customer, EDC or Marathon terminates this Agreement prior to the end of the Initial Term the Customer shall pay Early Termination Fees unless the termination results from proposed changes by Marathon to these Terms and Conditions or Customer relocates. Residential Customers: If a residential customer terminates their fixed agreement before the agreed expiration date, the Early Termination Fee will be: \$15 per month remaining on the Agreement, but will not exceed \$300. Commercial Customers: If a Commercial Customer with a peak load demand less than 5,000 therms terminates their fixed agreement before the agreed expiration date, the Early Termination Fee will be: \$75 per month remaining on the Agreement, but will not exceed \$1,500. Marathon will provide the

required regulatory notice of cancellation of this Agreement for any reason other than for Customer non-payment or utility cut-off. If you move from the address listed above, this Agreement is cancelled and Early Termination Fees do not apply. If you misrepresent your service class to Marathon or install net metering equipment without notifying Marathon, Marathon reserves the right to terminate this Agreement for breach of contract and will collect Early Termination Fees as described above. Marathon will provide Customer with the opportunity to remedy the termination condition. In the event of an unanticipated increase in cost for the supply of natural gas and any of its factors; Marathon reserves the right reformulate the contract by proposing new contract terms to the Customer. Marathon will send Customer two advance written notices either in our bills or in separate mailings between 30 and 60 days prior to effective date of change. A lack of affirmative customer response would be deemed a rejection of the new terms and the Customer is then eligible to obtain service from either the LDC or another NGS without penalty. Switching to a competitive NGS is not mandatory and Customer has the option of obtaining service from the LDC. Customer may cancel this Agreement, subject to applicable Early Termination Fees, orally or in writing using Marathon's contact information in Section 12. You may contact the LDC customer service at: **Philadelphia Gas Works (PGW) 1-215-235-1000, or Pennsylvania Public Service Commission (PUC) 1-800-692-7380.**

11. Agency. Customer hereby designates Marathon as agent to (a) arrange and administer contracts and service agreements between Customer and Marathon and those entities in the generation, transmission and delivery of Customer natural gas supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of natural gas to the Customer. Marathon as agent for the Customer will schedule the delivery of adequate supplies of natural that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Delivery Point for the natural gas will be the city gate. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.



12. Title. Customer and Marathon agree that title to, control of, and risk of loss to the natural gas supplied by Marathon under this Agreement will transfer from Marathon to Customer at the Delivery Point(s). Marathon will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas provided hereunder.

13. Warranty. This Agreement, (including any enrollment form and applicable attachments), as written makes up the entire Agreement between Customer and Marathon. Marathon makes no representations or warranties other than those expressly set forth in this Agreement. Marathon expressly disclaims all other warranties, expressed, implied, and or including merchantability and fitness for a particular use.

14. Force Majeure. Marathon will make commercially reasonable efforts to provide natural gas hereunder but Marathon does not guarantee continuous supply of natural gas 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, and Marathon is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, 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 natural gas distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Marathon's control

15. Liability. The remedy in any claim or suit by Customer against Marathon will be solely limited to direct actual damages, which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months. All other remedies at law or in equity are hereby waived. In no event will either Marathon or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. This Agreement has no 3rd party beneficiaries.

16. Contact Information. Customer may contact Marathon's Customer Service Center at 1-888-779-7255, Monday through Friday 8:00 a.m. – 8:00 p.m. EST and Saturday 8:00 a.m. – 3:00 p.m. EST (contact center hours subject to change). Customer may write to: Marathon Energy, 868 39th Street, Brooklyn NY 11232 or email us at customerservice@mecny.com. Utility contacts for non-emergency matters are PPL: 1-800-342-5775; PECO: 1-

800-494-4000. In the event of a leak, service interruption, outage or other emergency, Customer should immediately call EDC and emergency personnel at: **Philadelphia Gas Works (PGW)** 1-215-235-1212. Information on your Utility's Universal Service Program is as follows:

17. Dispute Resolution. In the event of a billing dispute or a disagreement involving Marathon's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Marathon by telephone or in writing as provided above. When Marathon receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature. The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry with a supervisor, who will review the matter and respond to the customer within five (5) business days. If the Customer is not satisfied after discussing the terms of service with Marathon the Customer may contact the Pennsylvania Public Utility Commission at 1-800-692-7380.

18. Choice of Laws. 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 Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the application of its conflicts of law principles.

19. 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. 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.

20. Regulatory Changes. 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 at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not



limited to price, Marathon shall have the right to modify this Agreement to reflect such Regulatory Change. The customer will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes either in our bills or in separate mailings between 30 and 60 days prior to effective date of change.

21. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

22. Rewards Program. The Rewards Program is open to all current Marathon customers in good-standing, 18 years of age or older. Each Customer must enroll manually for the points program online at www.mecny.com – it will not be done automatically with the opening of an account.

Points are earned post enrollment (not retroactively). Points accumulate and Customer must manually redeem their points online at www.mecny.com – it will not be done automatically. Rewards points are earned based on payments received by the LDC; points not used or redeemed prior to termination are forfeited upon termination or the closing of the account, whichever is earlier. Customers earn 1 reward point for every XXX therms of natural gas billed and paid. Once the customer reaches 1,000 points, customer is entitled to redeem the points for a \$10 Visa debit card. Points not redeemed by current customers in good standing expire after 12 months. Marathon reserves the right to adjust credit or debit any points.



CERTIFICATE OF SERVICE

On this the 20th day of December, 2017, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as a Natural Gas Supplier and all NON-CONFIDENTIAL attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom, upon the following:

Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2 West
Harrisburg, PA 17120

Office of the Attorney General
Bureau of Consumer Protection Strawberry Square
14th Floor
Harrisburg, PA 17120

Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120

Commonwealth of Pennsylvania Department of
Revenue
Bureau of Compliance
Harrisburg, PA 17128-0946

Office of Small Business Advocate
Commerce Building, Suite 202
300 North Second Street
Harrisburg, PA 17101

Columbia Gas of PA, Inc.
Michele Caddell
290 W. Nationwide Blvd.
Columbus, OH 43215

Peoples Natural Gas – Equitable Division
Lynda Petrichevich
225 North Shore Drive
Pittsburgh, PA 15212

The Peoples Natural Gas Company
Lynda Petrichevich
225 North Shore Drive
Pittsburgh, PA 15212

Peoples Gas Company
Lynda Petrichevich
225 North Shore Drive
Pittsburgh, PA 15212

UGI Central Penn
David Lahoff
2525 N. 12th Street, Suite 360
Reading, PA 19612-2677

Valley Energy Inc.
Ed Rogers
523 South Keystone Avenue
Sayre, PA 18840-0340

National Fuel Gas Distribution Corp.
David D. Wolford
6363 Main Street
Williamsville, NY 14221

PECO
Carlos Thillet, Manager, Gas Supply and Transportation
2301 Market Street, S9-2
Philadelphia, PA 19103

Philadelphia Gas Works
Nicholas LaPergola
800 West Montgomery Avenue
Philadelphia, PA 19122

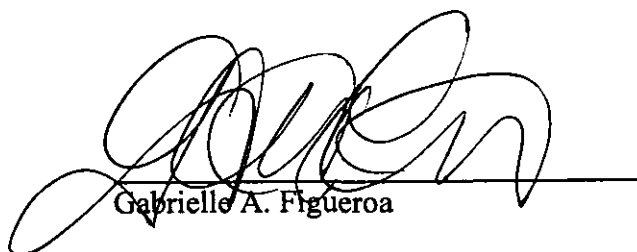
UGI
David Lahoff
2525 N. 12th Street
Suite 360
Reading, PA 19612-2677

UGI Penn Natural
David Lahoff
2525 N. 12th Street
Suite 360
Reading, PA 19612-2677

RECEIVED

DEC 20 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU


Gabrielle A. Figueroa

ORIGIN ID: JVIA (908) 753-8300
KATHERINE DAILEY
BEVAN MOSCA GIUDITTA
222 MOUNT AIRY ROAD
SUITE 200
BASKING RIDGE, NJ 07920
UNITED STATES US

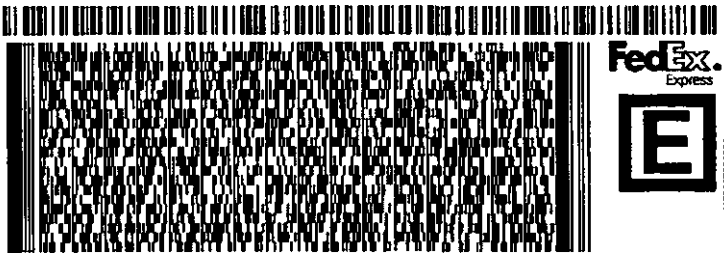
SHIP DATE: 20DEC17
ACTWGT: 3.00 LB
CAD: 5099813/INET3920

BILL SENDER

TO **ROSEMARY CHIAVETTA, SECRETARY
PA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING
FL 2 RM N201
HARRISBURG PA 17120**

549J11574C104C

(717) 772-7777 REF. 331/17047 MEB
INV. PO: DEPT:

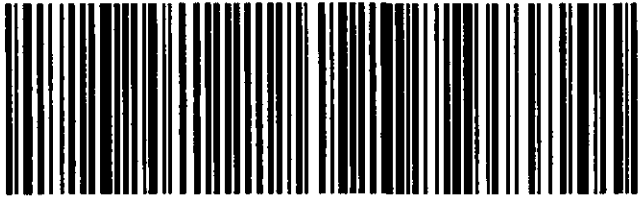


THU - 21 DEC 3:00P
STANDARD OVERNIGHT

TRK# 7710 5334 6635
0201

EN MDTA

17120
PA-US MDT



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