

AMENDED 9/22/2025

**CITY OF SEA ISLE CITY
NEW JERSEY**

**REGULAR MEETING – SEPTEMBER 23, 2025 – 10:00 AM
COUNCIL CHAMBERS – 3RD FLOOR - CITY HALL - 233 JFK BOULEVARD**

A G E N D A

**CALL TO ORDER
PLEDGE OF ALLEGIANCE AND PRAYER
ROLL CALL
APPROVAL OF MINUTES
OPEN PUBLIC MEETINGS ACT ANNOUNCEMENT
REPORTS–MAYOR & ADMINISTRATION
REPORTS - COUNCIL MEMBERS**

CITIZEN COMMENT ~ Resolution on Consent Agenda

RESOLUTION – Consent Agenda:

- 164 Approval of Vouchers
- 165 Adopting Informational Technology Security Practices Policies in Compliance with the Cyber JIF's Cybersecurity Framework
- 166 Authorizing Release of a Performance Guarantee Linda Lamb, 4434 Venician Rd. \$8,519.50 + accrued interest
- 167 Recognizing October 6th as Knock Out Opioid Abuse Day
- 168 Authorizing a Local Co Op Contract for Electric Generation Supply Service (Various all-in fixed prices)
- 169 Designating a Beach Patrol Sea Doo Jet Ski as Surplus Property to be Auctioned Online
- 170 Authorizing a Local Co Op Contract for a Public Works Department Dump Truck (Pellegrino Chevrolet, \$89,800)
- 171 Authorizing Release of a Performance Guarantee (4420 Park Ave, LLC \$20,411.00)
- 172 Approving Members to the Sea Isle City Volunteer Fire Department
- 173 Authorizing A Closed Executive Session for the Purpose of Discussing Contract Negotiations: Communications Workers of America (CWA), Local 1036: Employees of Public Works, Supervisors of Public Works and Clerical Employees

**PENDING BUSINESS
NEW BUSINESS
CITIZEN COMMENT
ADJOURNMENT**

**CITY OF SEA ISLE CITY
NEW JERSEY**

RESOLUTION NO. 173 (2025)

**AUTHORIZING A CLOSED EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING
CONTRACT NEGOTIATIONS: COMMUNICATIONS WORKERS OF AMERICA (CWA),
LOCAL 1036: EMPLOYEES OF PUBLIC WORKS, SUPERVISORS OF PUBLIC WORKS
AND CLERICAL EMPLOYEES**

WHEREAS, pursuant to N.J.S.A. 10:4-12, the City Council of the City of Sea Isle City is authorized to hold a closed session, and

WHEREAS, the City Administrator has advised the City Council that a closed session is necessary to discuss contract negotiations.

NOW, THEREFORE, BE IT RESOLVED that a closed session of the City Council of the City of Sea Isle City shall be held on Tuesday, September 23 in City Hall, 233 JFK Blvd., Sea Isle City, NJ.

BE IT FURTHER RESOLVED, that upon completion of the above matter, the minutes of said meeting will be available to the public.

Mary Tighe, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Ciseck						
Edwardi						
Kehner						
Tighe						
Jargowsky						

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at a meeting held on Tuesday, September 23, 2025.

Shannon D. Romano, Municipal Clerk

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 164 2025

WHEREAS, N.J.S.A. 40A:5-17 provides for the approval of claims in manner provides by ordinance; and

WHEREAS, the City Council of Sea Isle City duly enacted Ordinances which provide a method for approval of claims, recordation thereof, and the payment of such claims by the City of Sea Isle City; and:

WHEREAS, The City Council have reviewed and considered invoices as follows:

PREVIOUS PAID BILLS:

SEA ISLE CITY PAYROLL	608,605.92
TREASURER STATE OF NJ	36.00

<u>VENDOR</u>	<u>AMOUNT</u>
ACTION SUPPLY	523.75
AIR & GAS TECHNOLOGIES	7,050.00
ATLANTIC CITY ELECTRIC	30,506.27
ATLANTICCARE	32.00
ADVANTAGE RENTAL & SALES	69.80
ANIMAL CONTROL OF SOUTH JERSEY	950.00
ALLEGRA MARKETING	535.00
AUTOZONE	392.87
PAUL J BALDINI PA	25,509.25
BURKE MOTOR GROUP	2,300.33
BADGER METER	5,264.46
HORIZON BCBS	283,062.41
BOUND TREE MEDICAL	404.28
ERNST BOCK & SONS	1,254,528.85
BRAVEN HEALTH	31,028.37
BUSINESS SOLVER	333.74
CINTAS FIRST AID	449.37
C.M.C MUA	62,086.43
COMPUTER ACCESS	671.30
COPIES PLUS	186.00
CHAPMAN	60.00
CDW®	225.59
COLLIERS	30,189.33
DELL	2,603.95

DEVINE BROTHERS	380.00
E-ZPASS	125.00
ELMER DOOR	1,162.00
ELAVON	129.41
EASTERN EQUIPMENT	487.65
FAGAN ROBERT	360.00
FRANKLIN ALARM	343.00
GARDNER HARDWARE	61.68
GENTILINI	547.29
GOLD TYPE BUS MACHINES	740.88
GOLF CARTS UNLIMITED	550.00
GRAN TURK	400.09
GARRETT & BATASTINI	1,333.34
GO EVENTS	41,250.00
GENTILINI	89,923.25
HUNTER PETERBILT	819.08
HOME DEPOT	48.67
HENRY HENGCHUA ARCHITECT	18,654.00
ISLAND TROPHIES	130.00
JERSEY CAPE DIAGNOSTICS	720.00
JAKE STORAGE CONTAINER	7,600.00
KYOCERA	176.00
LAWSON	391.10
JOHN LANGSTON	650.00
MINMAR MARINA	1,600.00
MES SERVICE COMPANY	4,656.00
MAXIMUM MARINE AUTO & TRAILER	96.05
MARSH & McCLENNAN	13,000.00
EQUITABLE LIFE	536.94
MCIVER JENNIFER	30.00
MID ATLANTIC RESCUE	7,500.00
MCKEE BLAKE	100.00
NJ STATE LEAGUE OF MUNICIPALITIES	90.00
NJ SHADE TREE FEDERATION	440.00
OLD DOMINION BRUSH CO	1,179.56
OCEAN CITY SENTINAL	13.50
O'ROURKE MAEVE	100.00
PEDRONI FUEL	5,867.94
POSTNET	107.90
PLANT SERVICE	260.00
PANNIER GRAPHICS	5,223.00
PAYNE, ANDREW	25.00
RIGGINS INC	2,999.09
REVASCENT	891.78
SOUTH JERSEY WELDING	491.67
SOUTH JERSEY GAS	167.46
STIER ELECTRIC	1,240.00
SEA GROVE	540.00
SANDS DEPARTMENT STORE	31.97
SERVICE TIRE TRUCK	2,814.99
SHUCK, JOSEPH	50.00
TREASURER ST OF NEW JERSEY	1,080.00
TREASURER ST OF NEW JERSEY	516.00
THOMPSON RUETERS	1,568.00

TEC ELEVATOR	647.70
VAL U AUTOPARTS	1,304.25
VINELAND AUTO ELECTRIC	507.60
VERIZON	6.55
WEIGHTS AND MEASURES	180.00
LINDA LAMB	8,557.72

2,579,008.38

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sea Isle City, NJ as follows:

1. All of those invoices as set forth above (with the exception of those items containing a line drawn through them and relisted to paragraph 2 below) are hereby approved. The Municipal Clerk is hereby authorized (as per section 6 of Ordinance 716) to indicate said approval on each invoice and to record same in the official minutes.
2. All of the following invoices are disapproved by this Council:

VENDOR AMOUNT:

The Municipal Clerk is hereby directed to appropriately record the disapproval of the invoices noted in this paragraph in the official minutes.

3. All of those invoices listed in the recital as set forth above containing the initials of not more than one council Person immediately to the left of each line shall be deemed approved (as per paragraph number one above) by a majority vote of the remaining Council members. Those invoices listed in the recital as set forth above containing a line drawn through the vendor's name and amount and relisted in paragraph 2 shall be deemed a rejection of said invoices and shall not be paid.

Recorded Vote:

Mary Tighe , Council President

Council	Yes	No	Abstain	Absent	Moved	Second
Edwardi						
Jargowsky						
Ciseck						
Kehner						
Tighe						

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of Sea Isle City, New Jersey, at the regular meeting held on TUESDAY SEPTEMBER 23, 2025.

Shannon D. Romano, Municipal Clerk

**CITY OF SEA ISLE CITY
NEW JERSEY**

RESOLUTION NO. 165 (2025)

**ADOPTING INFORMATIONAL TECHNOLOGY SECURITY PRACTICES POLICIES
IN COMPLIANCE WITH THE CYBER JIF'S CYBERSECURITY FRAMEWORK**

WHEREAS, the City of Sea Isle City is a member of the Atlantic County Municipal Joint Insurance Fund (ACM JIF) which secures cyber insurance through the New Jersey Cyber Risk Management Fund (Cyber JIF); and

WHEREAS, through its membership in Atlantic County Municipal JIF, the City of Sea Isle City utilizes cyber liability insurance coverage to help protect the City of Sea Isle City from significant costs associated with a cyber related claim; and

WHEREAS, in an attempt to prevent as many cyber-related claims as possible, the Cyber JIF has developed and released to its members the Cybersecurity Framework; and

WHEREAS, the Cyber JIF's Cybersecurity Framework outlines a set of best practices and security standards that if adopted and followed will help to reduce many of the risks associated with the use of technology by the City of Sea Isle City; and

WHEREAS, in addition to the reduction of potential claims, implementing and complying with the best practices and security standards will enable the City of Sea Isle City to be eligible for a deductible reduction in the event of a cyber related claim, through the Atlantic County Municipal JIF and the New Jersey Cyber Risk Management Fund.

NOW THEREFORE BE IT RESOLVED, that the City of Sea Isle City does hereby adopt the following technology security practices policies, which is incorporated herein by reference, in accordance with the Cybersecurity Framework of the NJ Cyber Risk Management Fund.

**Cyber Incident Response Policy
Information Technology Security Practices Policy
Technology Business Continuity Policy**

BE IT FURTHER RESOLVED, that a copy of this resolution along with all required checklists and correspondence be provided to the Atlantic County Municipal Joint Insurance Fund's Underwriter for their consideration and approval.

Mary L. Tighe, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Ciseck						
Edwardi						
Jargowsky						
Kehner						
Tighe						

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of Sea Isle City, New Jersey, at the regular meeting held on Tuesday, September 23, 2025.

Shannon D. Romano, Municipal Clerk

**CITY OF SEA ISLE CITY
NEW JERSEY**

RESOLUTION NO. 166 (2025)

**AUTHORIZING RELEASE OF A PERFORMANCE GUARANTEE
Project at 4434 Venicean Road, Sea Isle City, NJ
Block 44.05, Lot(s) 117
Linda P. LAMB**

WHEREAS a Performance Guarantee was posted in the form of *Personal Check #256* (dated 11/15/2023) in the amount of \$ 8,519.⁵⁰, and

WHEREAS, the Engineer or appropriate authorities have performed final inspections of the referenced property and notified the Board Secretary and City Clerk the performance guarantee may be released; and

WHEREAS, upon approval granted by the governing body, the City Clerk is instructed to notify the Finance Department to release the Performance Guarantee with accrued interest.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Sea Isle City, County of Cape May, State of New Jersey, it hereby authorizes release of the Performance Guarantee as so approved.

Mary Tighe, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Ciseck						
Edwardi						
Jargowsky						
Kehner						
Tighe						

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of Sea Isle City, New Jersey, at the regular meeting held on _____.

Shannon D. Romano, Municipal Clerk

**CITY OF SEA ISLE CITY
NEW JERSEY**

**RESOLUTION NO. 167 (2025)
RECOGNIZING OCTOBER 6TH AS
KNOCK OUT OPIOID ABUSE DAY**

WHEREAS, New Jersey is in the midst of a life-threatening opioid abuse epidemic; and

WHEREAS, the State Senate and General Assembly jointly resolved that October 6 shall be permanently designated as Knock Out Opioid Abuse Day in New Jersey in order to raise awareness about the dangers of, and the link between, opioid abuse and heroin addiction and to educate health care providers, community leaders, state lawmakers and members of the public about the opioid abuse epidemic and its effects throughout the State of New Jersey and across the country; and

WHEREAS, there were 33 suspected overdose deaths in Cape May County in 2023 according to the NJ Office of the Attorney General, and 894 of the County’s treatment admissions were for heroin/other opiates in 2022 according to the NJ Department of Human Services Division of Mental Health and Addiction Services; and

WHEREAS, the Knock Out Opioid Abuse Day campaign is sponsored by the Partnership for a Drug Free New Jersey in cooperation with the Governor’s Council for Alcoholism and Drug Abuse and the NJ Department of Human Services Division of Mental Health and Addiction Services to raise awareness of the potential for dependency on prescribed pain medicine and its link to heroin use rates in our state, reduce stigma of addiction and shine a light on the need for recovery support, and communicate to physicians information on safer prescribing messages found in the Centers for Disease Control and Prevention guidelines for prescribing opioids, which include considering other therapies, setting realistic treatment goals with patients and discussing with patients the positives and negatives of opioids; and

WHEREAS, the City of Sea Isle City supports initiatives designed to raise awareness about opioid abuse in New Jersey and take steps to prevent addiction; and

THEREFORE, BE IT RESOLVED the City of Sea Isle City encourages all residents to utilize the prescription drug drop boxes located at every Police Department in Cape May County, to dispose of unused and expired medications safely and securely; and

FINALLY, BE IT RESOLVED that October 6, 2024, be recognized as Knock Out Opioid Abuse Day in Sea Isle City.

Mary L. Tighe, Council President

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
JARGOWSKY						
CISECK						
KEHNER						
TIGHE						
GIBSON						

I HEREBY CERTIFIED THAT the foregoing resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at the regular meeting held on Tuesday, September 23, 2025.

Shannon D. Romano, Municipal Clerk

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 168 (2025)

AUTHORIZING A LOCAL CO OP CONTRACT FOR ELECTRICAL SUPPLY SERVICE

WHEREAS, the City plans to acquire electricity through the South Jersey Power Cooperative contracts; and

WHEREAS, the service period shall be 14 months starting with the first meter read date on or after July 1, 2026 and ending with the first meter read date on or after August 31, 2027; and

WHEREAS, Constellation New Energy Inc, 1001 Louisiana Street, Constellation Suite 2300, Houston, TX 77002 offered to generate electricity for the following bid groups and rates:

- Group 3 DDC: \$0.09858/kWh
- Group 4 AGS-P, AGS-S, MGS-P: \$0.11356/kWh
- Group 6 SPL, CSL: \$0.06590/kWh

WHEREAS, Great American Gas and Electric LLC, 550 Mamaroneck Ave, Suite 305A, Harrison, NY 10528 offered to generate electricity for the following bid groups and rates:

- Group 5 MGS-S: \$0.11230/kWh

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Sea Isle City that the above recitals are wholly incorporated into this Resolution and granted the full force of law; and

BE IT FURTHER RESOLVED that City employees may issue purchase orders based on the rates stated above; and

BE IT FURTHER RESOLVED that City employees may issue change orders as necessary that result in minor price increases or decreases to the original anticipated value of purchase orders, or any of their parts, pursuant to N.J.S.A. 5:30-11.4.

Procurement of goods and services in 2026 and 2027 is subject to the availability and appropriation of sufficient funds. The certification of availability of funds shall be executed through the budgetary accounting encumbrance process pursuant to N.J.A.C. 5:30-5.5(b) on open end contracts.

Mary Tighe, Council President

Recorded vote:

<u>Council</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>	<u>Moved</u>	<u>Second</u>
Ciseck						
Edwardi						
Jargowsky						
Kehner						
Tighe						

I HEREBY CERTIFY THAT the foregoing Resolution was duly adopted by the City Council of the City of Sea Isle City at the meeting held on September 23, 2025.

Shannon D. Romano, Municipal Clerk

APPENDIX B
ELECTRICITY GENERATION SUPPLY SERVICE AGREEMENT

Between

CAMDEN COUNTY,

AS PURCHASING AGENT FOR THE SOUTH JERSEY POWER
CO-OPERATIVE

SJPC includes the following pricing Cooperatives:

Camden County-ID#57-CCPS,

Gloucester County-ID#16-GLPS

Salem County-ID#75-SCCPS

and

Atlantic County and Cape May County- ID #E8803-ACCMCPS

and

Constellation NewEnergy, Inc.

Dated: August 19, 2025

This ELECTRIC GENERATION SUPPLY SERVICE AGREEMENT (the "Agreement") is entered into this 19th day of August 2025, by and between CAMDEN COUNTY (the "County") and Constellation NewEnergy, Inc. a corporation organized and existing under the laws of the State of Delaware (the "Supplier").

RECITALS

WHEREAS, the County issued an Invitation to Bid for an Electric Supply Service Agreement and accepted the Supplier's bid as the lowest responsible bid; and

WHEREAS, the County has been authorized to enter into this Agreement by its governing board through adoption of a resolution authorizing such participation and acceptance; and

WHEREAS, the bid specifications included those estimated quantities of electric generation service ("Full Service Requirements") needed by the County; and

WHEREAS, certain federal and New Jersey statutes and administrative rules and regulations govern the electric utility industry in New Jersey (generally, the "Applicable Legal Authorities"); and

WHEREAS, certain of the Applicable Legal Authorities provide for the restructuring of the electric industry in the State of New Jersey (the "State") from that of a regulated public utility service to allow access to the electric public utility's local distribution system by entities that have successfully completed the licensing process set forth in the Applicable Legal Authorities; and

WHEREAS, the Supplier is thus licensed to provide Full Requirements Service to customers in the State, and has been issued Board License Number ESL-0016; and

WHEREAS, the Applicable Legal Authorities provide that with implementation of such access to the Electric Distribution Company's local distribution system, the Electric Distribution Company will continue to serve as the exclusive electric distribution provider within its Service Territory; and

WHEREAS, in accordance with the Applicable Legal Authorities, customers may purchase Full Requirements Service from licensed suppliers.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto, intending to be legally bound, hereby covenant, promise, and agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below:

“*Act*” means the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq.

“*Agreement*” means this Electric Supply Service Agreement between the County and Supplier for provision of Electric Supply Service.

“*Authority Facilities*” means the facilities of the County listed in the Invitation to Bid for which the Supplier is to provide Full Requirements Service pursuant to the Agreement.

“*Authority's Indemnified Persons*” means the County and its directors, officers, representatives, employees, principals, agents, consultants, successors and assigns.

“*Basic Generation Service*” means Electric Generation Service that is provided pursuant to Section 9 of the Act to any customer that has not chosen an alternative Electric Power Supplier, whether or not the customer has received offers as to competitive supply options, including, but not limited to, any customer that cannot obtain such service from an Electric Power Supplier for any reason, including non- payment for services. Basic Generation Service is not a competitive service and is fully regulated by the BPU.

“*BPU*” means the New Jersey Board of Public Utilities, or any successor state agency.

“*Capacity*” means the ability to provide Electricity on demand, as measured in kilowatts or megawatts.

“*Commencement Date*” means the date on which the Supplier is first able, in accordance with the regulations and procedures of the BPU and the Electric Distribution Company, to provide Full Requirements Service to the County, beginning no earlier than October 2025 Bid Group 7 and 4A, and July 2026 Bid Groups 3, 4, 6, and 8.

“*Consultant Fee*” means that fee which will be paid by Supplier to Concord Energy Services in accordance with the agreement between the Supplier and Concord Energy Services.

“*Contract Date*” means **August 19, 2025.**

“*Contract Price*” means the price agreed to by Supplier and the County for the provision of Full Requirements Service pursuant to this Agreement.

“*Delivery Point*” means each point on the PJM transmission grid identified by the Electric Distribution Company where Electricity is delivered by Supplier.

“*Distribution*” means all delivery services by the Electric Distribution Company for the provision of Electric Generation Service to any electric energy customer at any voltage level as regulated by governing law.

“*Electric Distribution Company*” means a local electric public utility or any successor company or entity that distributes Electricity to customers within a service area.

“*Electric Generation Service*” means the provision of Electricity and Capacity, which is generated off-site from the location at which the consumption of such Electricity and Capacity is metered for retail billing purposes, including agreements and arrangements related thereto.

“Electric Power Supplier” means a person or entity that is duly licensed pursuant to the provisions of the Act to offer and to assume the contractual and legal responsibility to provide Electric Generation Service to retail customers, including Load Serving Entities, marketers and brokers that offer or provide Electric Generation Service to retail customers. The term excludes an Electric Distribution Company that provides Electric Generation Service only as a Basic Generation Service pursuant to Section 9 of the Act.

“Electricity” means retail electric energy as measured in kWh.

“Firm” means Supplier may only suspend performance hereunder to the extent that such performance is prevented for reasons of Force Majeure.

“Force Majeure” shall have the meaning ascribed to it in Section 7.16.

“Full Requirements Service” means Electric Generation Service and Transmission provided by Supplier to the County on a Firm basis. Full Requirements Service is a substitute for Basic Generation Service. Full Requirements Service does not include Distribution.

“Independent System Operator” means the PJM, or its successor in interest, as the independent system operator in the Pennsylvania-New Jersey-Maryland interconnection which oversees and controls the integrated dispatch of power plants and the bulk transmission of electricity throughout the regional power grid.

“ITB” means the Invitation to Bid No. A20-25 for Electric Supply Service issued on July 1, 2025, by the County.

“kWh” means kilowatt-hours, a measure of electric consumption.

“Load Serving Entity” or *“LSE”* means any entity (or the duly designated agent of such entity), including a load aggregator or power marketer, which has been granted the County or has an obligation pursuant to state or local law, regulation, or franchise to sell Electricity to end-users located within the area controlled by PJM.

“Loss” means any and all direct loss, liability, forfeiture, obligation, delay, fine, penalty, judgment, cost, expense, debt, demand, and damage of every kind whatsoever, (including, without limitation, reasonable attorneys' fees, consultant fees, expert witness fees and court costs). Loss does not include any consequential, exemplary, punitive, incidental, or indirect damages.

“Material Usage Deviation” means any deviation in the Actual Quantity at the Service Location(s) from the Contract Quantity (or, as applicable, estimated Contract Quantities), which is not caused by weather, on-site net metered renewable project or installation of energy efficiency measures.

“NITS” means Network Integration Transmission Service provided by PJM to transport electric energy from the point of generation to the Delivery Point.

“NITS Charges” means the tariffs for NITS approved by the FERC and implemented and assessed by PJM on load in the applicable EDC transmission zone, including any applicable surcharges such as Reliability Must Run charges and transmission enhancements, and net of any applicable credits approved and allowed by the NJBPU and respective EDC.

“Participant” means the individual governmental entities who are members of South Jersey Power Cooperative who have elected to participate in the aggregate purchase of Electricity Generation Supply Service pursuant to this Agreement, as identified in Appendix C. Each Participant shall have its own Account for billing purposes.

“*PJM*” means the Pennsylvania-New Jersey-Maryland Interconnection L.L.C.

“*Replacement Energy*” means all Electric Generation Service provided and billed to the County by the Electric Distribution Company or an alternative Third-Party Supplier should Supplier not provide Full Requirements Service to the County.

“*Service Territory*” means the geographic areas of the State of New Jersey in which the Electric Distribution Company has an exclusive franchise to serve electric customers.

“*SJPC and its Indemnified Persons*” means each Participating Member of the SJPC together with its officers, directors, members, representatives, employees, principals, consultants, and agents.

“*Supplier*” means Constellation NewEnergy, Inc.

“*Termination Date*” means the first meter read date after August 31, 2027, as determined by the Electric Distribution Company, or the date upon which this Agreement is terminated pursuant to Article VI hereof, whichever is earlier.

“*Third Party Supplier Agreement*” means the agreement between Supplier and an Electric Distribution Company that sets forth the terms and conditions under which Supplier will be permitted to deliver Electric Generation Service to the Electric Distribution Company for ultimate distribution to the County.

“*Transmission*” means all necessary services for the delivery of Electric Generation Service by Supplier to the Electric Distribution Company at any voltage level.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms refer to this Agreement, and the term “hereafter” means after the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations, and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

(E) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof. The contract documents, including the ITB, should be read and interpreted so as to carry out the terms of this Agreement. This Agreement may only be amended or modified by a written instrument signed by all parties hereto.

(F) References to Days. All references to days herein are to calendar days, including Saturdays, Sundays, and holidays, except as otherwise specifically provided.

(G) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(H) Applicable Law. This Agreement shall be governed by and shall be construed, enforced, and performed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of law.

(I) Severability. If any clause, sentence, paragraph, or part of this Agreement should be declared or rendered unlawful by a court or regulatory agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

(J) Defined Terms. The definitions set forth in Section 1.1 hereof shall control in the event of any conflict with the definitions used in the recitals hereto.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County hereby represents and warrants that:

(A) Existence and Powers. The County is a body politic and corporate of the State of New Jersey validly existing under the Constitution and laws of the State, with full legal right, power, and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The County has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by it and constitutes a legal, valid, and binding obligation of the County, enforceable against it in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium, and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the County of this Agreement nor the performance by the County of its obligations hereunder nor the consummation by the County of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the County or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which the County is a party or by which the County or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Litigation. There is no action, suit or other proceeding as of the Contract Date, at law or in equity, before or by any court or governmental authority, pending or, to the County's best knowledge, threatened against the County which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the County in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the County of its obligations hereunder or under any such other agreement or instrument.

(E) No Legal Prohibition. The County has no knowledge of any applicable law in effect on the Contract Date which would prohibit the performance by the County of this Agreement and the transactions contemplated hereby.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE SUPPLIER. The Supplier hereby represents and warrants that:

(A) Existence and Powers. The Supplier is duly organized and validly existing as a corporation under the laws of the State of Delaware, with full legal right, power, and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Supplier has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the Supplier and constitutes the legal, valid, and binding obligation of the Supplier, enforceable against the Supplier in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium, and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the Supplier of this Agreement nor the performance by the Supplier of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Supplier, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of the

Supplier) or instrument to which the Supplier is a party or by which the Supplier or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Litigation. Except as expressly disclosed to the County in writing on the Contract Date, there is no action, suit or other proceeding as of the Contract Date, at law or in equity, before or by any court or governmental authority, pending or, to the Supplier's best knowledge, threatened against the Supplier which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Supplier in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Supplier of its obligations hereunder or by the Supplier under any such other agreement or instrument.

(E) No Legal Prohibition. The Supplier has no knowledge of any applicable law in effect on the Contract Date which would prohibit the performance by the Supplier of this Agreement and the transactions contemplated hereby.

(F) Licenses. The Supplier owns or possesses all licenses necessary for the performance by the Supplier of this Agreement and the transactions contemplated hereby, without any known material conflict with the rights of others.

(G) Information Supplied by the Supplier. The information supplied by the Supplier in all submittals made in response to the ITB and all post-bid submittals is correct and complete in all material respects as of the date or dates submitted, except to the extent the County has received written notice of any changes prior to execution of this Agreement.

ARTICLE III

SUPPLIER SERVICES

SECTION 3.1 FULL REQUIREMENTS SERVICE. The Supplier agrees to provide Full Requirements Service to each of the SJPC's Participating Member electric accounts as outlined in Appendix C to the County's ITB and incorporated herein to this Agreement as an attachment and by reference.

The County agrees to purchase Full Requirements Service exclusively from Supplier for the Participating Members' electric accounts specified herein in accordance with the terms of this Agreement. The Supplier acknowledges that this is not a "take-or-pay" contract and that the quantity of Full Requirements Service actually used by the Participating Members may vary from the historical usage identified in the ITB.

SECTION 3.2 DELIVERY POINTS. The Supplier shall deliver Electricity to the Delivery Point. The Electric Distribution Company will be responsible for distributing Electricity from the Delivery Point to the customer's meter on the Electric Distribution Company's system serving the Facilities. The Electric Distribution Company takes title to the electricity at the Delivery Point. The Participating Members take title to the electricity at their respective meters.

SECTION 3.3 NOMINATING AND BALANCING. Nominating and balancing shall be the responsibility of the Supplier. The Supplier shall be familiar with the Electric Distribution Company and the PJM grid policies and practices concerning imbalances, transmission grid losses, distribution line losses, billing periods of the Electric Distribution Company, and the interstate/intrastate transmission utilities. Any Loss associated with nominating and balancing shall be borne by the Supplier. The Supplier shall indemnify and hold harmless each the SJPC and its Indemnified Persons from and against any and all Loss relating to or in connection with nominating and balancing.

SECTION 3.4 ARRANGING FOR FULL REQUIREMENTS SERVICE. The Supplier shall participate in or make appropriate arrangements with the PJM and any relevant regional transmission group, wholesale settlements process, the appropriate Electric Distribution Company or other entity or process at the state or regional level designed to ensure an uninterrupted flow of reliable, safe Full Requirements Service to the Participating Members.

The Supplier further agrees to ensure that all of the County electricity accounts will be transferred from the Electric Distribution Company or predecessor third-party supplier to the Supplier for purposes of providing Full Requirements Service beginning on the Commencement Date and ending on the Termination Date.

The Supplier shall monitor PJM peak demand periods and advise the Participating Members in advance of those days during the PJM summer period that potentially could be used by PJM to determine the Participating Members' assigned Peak Load Contributions (PLCs) for the ensuing summer period.

SECTION 3.5 EMERGENCIES AND OUTAGES. Outages are the responsibility of the Electric Distribution Company servicing the County. In the event of an outage or an emergency, the County should contact its Electric Distribution Company.

SECTION 3.6. SUPPLIER CERTIFICATION AND LICENSING. The Supplier represents and warrants that it holds an Electric Supplier License from the New Jersey Board of Public Utilities and is certified by each applicable Electricity Distribution Company to supply Electricity to each Delivery Point. The Supplier agrees to maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Agreement. If any such licenses, permits and authorizations will expire during the term, the Supplier shall provide the County with a copy of all renewals of any such expired licenses, permits or authorizations.

SECTION 3.7. SUBCONTRACTORS. The Supplier shall have sole responsibility for electricity deliveries specified in this Agreement. Payment will be made only to the Supplier. If the Supplier chooses to utilize subcontractors, the Supplier shall have sole responsibility for all payments due any subcontractor. The Supplier is responsible for the quantity, quality, and timely delivery of all Full Requirements Service required to be provided under this Agreement.

SECTION 3.8. AGREEMENTS. The Supplier shall enter into any necessary agreements with the Electricity Distribution Companies in connection with the delivery of the Electricity, in accordance with the requirements of the New Jersey Board of Public Utilities.

SECTION 3.9. DATA CONFIDENTIALITY. All financial, statistical, personnel and/or technical data supplied by the Participants and Supplier are confidential, to the extent allowed by applicable law. Participants and Supplier are required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the other party, or any individual or entity in the other party's charge or employ, except where such use or offering is required by law, will be considered a violation of Agreement and may result in termination of the Agreement.

SECTION 3.10. NEWS RELEASES AND ADVERTISING. The Supplier is not permitted to issue news releases pertaining to any aspect of the services being provided under the Agreement without the prior written consent of the County. The Supplier is also prohibited from using the Client's name, logos, images, or any Participant's name, logos, images or any data or results arising from the Agreement as a part of any commercial advertising without first obtaining the prior written consent of the County.

SECTION 3.11. PARTICIPATING ENTITIES. A list of Participating Entities is included herein by reference at Appendix C.

SECTION 3.12 PAYMENT OF PROCUREMENT FEE. Supplier shall enter into energy agent agreements with Client's energy agent, Concord Energy Services, and make payment of the Procurement Fee amounts to said energy agent, as specified in the RFB.

ARTICLE IV

CONTRACT PRICE

SECTION 4.1 CONTRACT PRICE. The price to be paid by each SJPC Participating Member for the provision of Full Requirements Service during the term of this Agreement shall be the applicable Contract Price(s) set forth below, which include(s) all charges to be assessed by the Supplier. The Contract Price(s) is/are the **Bid Group pricing option(s)# 3, 4, 4A, 6, 7, and 8** selected by the County from the Supplier's submitted Appendix A pursuant to the Invitation to Bid, incorporated herein by reference, as follows:

Bid Group 3: \$0.09858/kWh

Bid Group 4: \$0.11356/kWh

Bid Group 4A: \$0.10092/kWh

Bid Group 6: \$0.06590/kWh

Bid Group 7: \$0.13086/kWh

Bid Group 8: \$0.06970/kWh

The Contract Price(s) shall be in effect from the Commencement Date—defined as the first meter read on or after **October 1, 2025, for Bid Groups 4A and 7 (23-month term)**, and the first meter read on or after **July 1, 2026, for Bid Groups 3, 4, 6, and 8 (14-month term)**—through the Termination Date, defined as the first meter read occurring after **August 31, 2027**.

SECTION 4.2 METERING, BILLING AND PAYMENT. Metering and billing for distribution services provided to each Participant(s) shall be provided by the Electric Distribution Company to the County in accordance with the terms of the Electric Distribution Company's tariff. The Supplier, shall submit its monthly bills to the Participant(s) at their option for the provision of Full Requirements Services pursuant to this Agreement either through (i) a single bill from the Electric Distribution Company for Full Requirements Service and Distribution service (i.e. consolidated billing), or (ii) dual billing where Distribution services to the Facilities provided by an applicable local Electricity Distribution Company shall be billed by the Electricity Distribution Company and the Full Requirements Services shall be billed separately by the Supplier. **If no affirmation election is made by the Participant, the default shall be enrollment for consolidated billing.** In the event the Participant elects or defaults to receive a single bill as described in item (i) above, the Supplier covenants to provide the Electric Distribution Company with all information needed by the Electric Distribution Company to be able to provide timely and accurate bills to the Participant(s).

In the event the Participant(s) elect dual billing, the Supplier shall submit an invoice directly to the Participant(s) for the Electricity delivered by the Supplier for each Account at the Participant's billing address listed in Appendix C for each Billing Cycle, unless the Participant request receipt of an aggregated bill for all accounts sent to a single billing address as provided for in Section III. (3) of the RFB, in which case Supplier shall conform to said request. Billing by the Supplier shall conform to the Billing Cycle of the applicable Electricity Distribution Companies for the Account. Distribution services to the Delivery Points provided by an applicable local Electricity Distribution Company shall be billed separately by the Electricity Distribution Company. The Supplier acknowledges that the Participant(s) are governmental entities who must comply with certain legal requirements before payment can be made. To ensure timely payment of invoices, Supplier shall confer with the Participants regarding applicable payment procedures before the first invoice is sent. All invoices submitted must be in strict accordance with the Contract Price and shall conform to the applicable requirements for payment of invoices by each Participant. All Electricity usage shall be billed as kWh.

The Supplier acknowledges and agrees that (i) the County shall not be responsible for payment for Full Requirements Service provided to any other Participating Member and shall have no liability or obligation for payment of any bills, charges, fees or expenses related to Full Requirements Service provided to any other Participating Member or the failure of any other Participating Member to purchase Full Requirements Service from the Supplier and (ii) the County shall only be responsible for payment for Full Requirements Service provided to its own electric accounts.

During the term of this Contract, the Supplier shall invoice each Participating Member monthly basis based on the prior period's delivery of electricity. The County shall not make payment of any invoice submitted unless it is approved by the County's Board. The County shall mail payment to the Supplier for such amount approved by the Board within the usual payment cycle. In the event that the County disputes an invoice, or any portion thereof, the County shall advise the Supplier in writing of the dispute within 30 days of the determination of dispute, but the County shall pay the Supplier such portion of the invoice that is not in dispute.

In the event that a dispute regarding any invoice is not resolved within 60 days of receipt of the County's written notice of the dispute, either party may proceed to non-binding mediation in accordance with Section 5.3 of this Agreement, entitled "Alternate Dispute Resolution". Supplier shall continue to provide the delivery of all electricity and service required by this Agreement to the County during the period of any billing dispute, mediation, or litigation regarding the same.

Each Participant's obligation to pay the Supplier is contingent upon the availability of appropriated funds from which payment for contract purposes can be made in accordance with Section 7.21 (*Appropriations*) hereof.

In the event that the Supplier should require interval data, charges for such additional data shall not be passed on by the Supplier to the County.

SECTION 4.2.1 PAYMENT OF INVOICES. The Participant must approve all invoices before payment can be made. The Participant agrees to pay each invoice containing Supplier's charges within a period of up to 60 days from the date the invoice is received (the "Payment Date"). Payment will be based on approved invoice(s) and in accordance with P.L. 2018, c.127.

Each Participant's obligation to pay the Supplier is contingent upon the availability of appropriated funds from which payment for contract purposes can be made in accordance with ITB Section 18 Availability of Funds.

In the event the Supplier becomes aware (1) that any Participating Entity is the subject of a voluntary or involuntary petition in bankruptcy or (2) of any other information that would reasonably lead Supplier to conclude that any Participating Entity may not meet its financial obligations to Supplier, Supplier shall have the right to require the Participating Entity to make credit arrangements reasonably satisfactory to the Supplier. The Participating Entity may elect any of the following options to make such credit arrangements: (i) payment in advance for three months of service in an amount equal to the likely charge for three months' service; (ii) obtaining an irrevocable letter of credit for the benefit of the Supplier in a form reasonably acceptable to Supplier in the amount equal to the likely charge for three months' service; or (iii) obtaining a guaranty in a form and substance reasonably satisfactory to Supplier from a financial institution or other third party that Supplier deems creditworthy. In the event that Participating Entity fails to make such credit arrangements reasonably satisfactory to the Supplier within 30 days of a written notice requiring such arrangements, Supplier may terminate this Agreement with the affected Participating Entity.

SECTION 4.3 BILLING. Commencing with the first Billing Cycle and for each Billing Cycle thereafter, the Electric Distribution Company shall cause the Participants to receive invoices in accordance with Section III. (3) of the ITB and Section 4.2 (Metering, Billing and Payment) hereof, and the Participants shall pay to the Supplier the Contract Price for the provision of Full Requirements Service by the Supplier in accordance with Section 4.2 (Metering, Billing and Payment) hereof.

SECTION 4.4 CONTRACT PRICE ADJUSTMENT PROCESS. Under certain specific, limited circumstances set forth in Section 4.4.1. at the request of either party and subject to the procedures set forth below, the contract price for an Account Bid Group(s), may be adjusted during the contract term. The party requesting the contract price adjustment shall provide a minimum of thirty (30) calendar days' written notice to the other party of a request for adjustment to the contract price. Both parties retain the right to review and dispute the validity of such adjustments. The Supplier shall, upon request of the Client or its designated agent, provide reasonable documentation of the change in costs to provide Electric Generation Supply Service asserted by the Supplier pursuant to Section 4.4.1. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Client shall make a prompt decision taking all such information into account and shall notify the Supplier of the final adjusted contract price. The effective date of any adjusted contract price is the later of the date the actual change in circumstances take effect or the date in which the adjusted contract price is agreed upon or determined by the Client.

SECTION 4.4.1 ADJUSTMENTS TO CONTRACT PRICE. An adjustment to the Contract Price shall be considered under the following circumstances, and shall not include any profit, markup, or service fee:

- (A) A legislated change in the current State Sales and Use Tax ("SUT"), in which case the price adjustment shall reflect the difference between the newly enacted SUT rate and the SUT rate in effect at the time Supplier submitted its Bid.
- (B) Applicable only to those Bid Groups where transmission costs are not passed-through at cost under a Fixed Price, Pass-through Capacity and Transmission as set forth in the RFB, a change in FERC-approved NITS Charges implemented after the Effective Date of this Contract. In such instance either party may request for adjustment of the contract price by a percentage amount up to the percentage change in the Supplier's net direct total cost to provide Electric Generation Service to the Participant directly caused by the change in FERC-approved transmission NITS Charges, net of applicable offsetting credits received by the Supplier from PJM and approved via the New Jersey Board of Public Utilities by Board Order.
- (C) A change in law implemented after the date hereof that has a material impact on the cost to Electric Power Suppliers and Basic Generation Service suppliers of providing Electric Generation Service to retail customers in the applicable EDC transmission zone(s) in which Participant's accounts are located. For this purpose, a material impact shall be an increase in cost of no less than \$0.0001/kWh. In such instance Supplier may request adjustment of the Contract Price by a percentage amount up to the percentage change in Supplier's direct total cost to provide Electric Generation Service to Participant directly caused by the change in law and approved via the New Jersey Board of Public Utilities by Board Order.
- (D) Applicable only to accounts in non-street lighting bid groups that have an All-In Fixed Price pricing structure, in the event of a material change (otherwise referred to as a "Material Usage Deviation") of greater than 25% in the aggregate monthly kWh usage, capacity obligation (in kW) or transmission obligation (in kW) of all Participants' Accounts in a given Bid Group, in which case Supplier may request an adjustment to the Contract Price for that Bid Group to reflect the incremental net cost or incremental loss incurred by Supplier as a result of variance in such volumes outside of the 125%/75% bandwidth. Only incremental costs or losses outside the 75%/125% bandwidth may be recoverable.

Change in law, legislation, and regulation known to the Supplier at the time of the proposal submission date is not eligible for such adjustment.

ARTICLE V

NON-PERFORMANCE AND DISPUTE RESOLUTION

SECTION 5.1 REPLACEMENT ENERGY. If at any time and for any reason (unless under a condition of Force Majeure) the County is forced to purchase Replacement Energy, the Supplier shall be responsible for the difference, if positive, between the cost of Replacement Energy and the cost that the County would have been charged for Full Requirements Service under this Agreement and for such other Loss as the affected the County may incur due to Supplier's failure to provide Full Requirements Service.

SECTION 5.2 RISK OF LOSS. Risk of loss of electricity provided under this Agreement shall remain with the Supplier until it shall pass to the County upon delivery of said Electricity to the Delivery Point specified for the County.

SECTION 5.3 ALTERNATE DISPUTE RESOLUTION. The County and the Supplier agree that all claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation before the County or Supplier may appeal any such claims or disputes to a court of competent jurisdiction. In the event that a claim or dispute as between the County and the Supplier is not resolved within 60 days of receiving written notice of a dispute or claim, either party may file in writing with the other party to this Agreement and with the American Arbitration Association, a request for mediation.

The request for mediation shall be made utilizing the appropriate request for mediation form provided by the American Arbitration Association. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the County and any other person or entity sought to be joined. Consent to mediation involving an additional person or entity shall not constitute consent to mediation of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to mediate and other agreements to mediate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law and any court having jurisdiction thereof.

The parties agree to allow the American Arbitration Association to appoint a single mediator in accordance with the mediation rules of the American Arbitration Association currently in effect. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, in the lack of such an agreement, as may be determined by the mediator. Each party will bear its own costs of participation in the mediation, and they will divide the costs of the mediator equally.

The award rendered by the mediator shall be non-binding on the parties. Should mediation terminate by execution of a settlement agreement by the parties such agreement shall be enforceable, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Should mediation terminate by written declaration of the mediator that mediation is no longer worthwhile or by written declaration of either party for any reason, the claim or dispute may be appealed to a court of competent jurisdiction. During the period of time in which a dispute or claim exists and during any mediation or any litigation, the Supplier shall continue to provide the County with all electricity and service required by this Agreement.

ARTICLE VI

TERM AND TERMINATION

SECTION 6.1 TERM. This Agreement shall become effective on the Contract Date and shall continue in effect until the Termination Date. Full Requirements Service to the County will commence on the appropriate meter read date as determined by the Electric Distribution Company beginning on and after the Commencement Date. No contract between Supplier and the County shall extend beyond the Termination Date, unless otherwise agreed to in writing by both parties.

SECTION 6.2 TERMINATION. In addition to any other rights of termination set forth in this Agreement, this Agreement may be terminated prior to the Termination Date based on the following:

- (a) by the County, if the Supplier fails to provide electrical service in accordance with this Agreement;
or
- (b) by the County, at its sole option, immediately upon the filing of a voluntary bankruptcy petition by the Supplier, or the final adjudication of the Supplier as bankrupt after the filing of an involuntary petition; or
- (c) by the County, immediately, in the event that Supplier's Third-Party Supplier Agreements with the applicable Electric Distribution Companies are terminated.

Upon the effective Termination Date, all rights and privileges granted to the Supplier shall cease. Notwithstanding the foregoing, Supplier shall be liable for, inter alia, any Loss the County incurs in excess of the Contract Price should the County be obliged to procure Replacement Energy as a result of the termination of this Agreement by the County under this Section 6.2. The parties acknowledge that termination of this Agreement by the County upon the breach by Supplier would severely harm the County. Therefore, in the event of any voluntary or involuntary bankruptcy or similar proceeding on the part of Supplier, Supplier agrees that it will petition any relevant court for prompt action to accept or reject this Agreement.

ARTICLE VII

GENERAL

SECTION 7.1 SECURITY FOR PERFORMANCE. During the term of this Agreement, the Supplier shall maintain surety bond with the BPU as required under Applicable Law as security for performance under this Agreement.

SECTION 7.2 WINDING UP ARRANGEMENTS. The Supplier shall fully cooperate with the County in connection with the transition to a new Full Requirements Service supplier or return as a Basic Generation Service customer following the termination or expiration of this Agreement.

SECTION 7.3 INDEMNIFICATION. Supplier agrees to indemnify and hold harmless the SJPC and its Indemnified Persons from and against any and all Losses related to this Agreement, caused in whole or in part by the Supplier's negligent action(s) or failure(s) to act, and any and all claims of title of any person in connection with the Full Requirements Service sold hereunder or any other charges thereon which attach before title passes to the County. The provisions of this Section 7.3 shall survive the expiration or earlier termination of this Agreement.

SECTION 7.4 ASSIGNMENT AND SUBCONTRACTING. Neither party shall assign or subcontract this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld. Any sale of substantially all of the assets of Supplier or the merger, consolidation or sale of Supplier or other similar transaction shall not be deemed to be an assignment for purposes of this Agreement.

SECTION 7.5 TAXES. Supplier's Contract Price shall include all taxes and Supplier shall cause all such taxes to be paid. Supplier shall indemnify and hold harmless the SJPC and its Indemnified Persons from any and all Losses arising from Supplier's non-payment of such taxes.

SECTION 7.6 NON-DISCRIMINATORY PROVISION OF SERVICE. The Supplier shall supply Full Requirements Service to the County on a non-discriminatory basis. The Supplier further agrees to comply with the Affirmative Action and Americans with Disabilities Act provisions set forth in Exhibit G and Exhibit I to the ITB and incorporated herein and made a part hereof.

SECTION 7.7 CONSUMER LISTS. To the extent not prohibited by law, the Supplier shall, upon request of the County, provide such reasonable identifying and aggregate consumption data as the County may request at no additional cost to the County.

SECTION 7.8 COMPLIANCE WITH LAWS. The Supplier shall promptly and fully comply with all applicable statutes, ordinances, judgments, decrees, orders, rules and regulations of any legislature, court, agency, or other governmental body having jurisdiction over the Supplier's activities, including, but not limited to, all billing, collection, environmental disclosure, "green power", and termination regulations of the BPU and PJM applicable to the services being provided by the Supplier hereunder.

Whenever performance of an obligation of the Supplier requires the consent or approval of any governmental agency or body, the Supplier shall make its best, good faith efforts to promptly obtain such consent or approval.

SECTION 7.9 INSURANCE. Supplier shall secure and maintain, through the term of this Agreement, at its own expense, comprehensive commercial general liability insurance of at least \$1,000,000 combined single limit with insurer and coverage reasonably satisfactory to the County.

SECTION 7.10 AUDIT RIGHTS. The County shall have the right, upon reasonable notice and at reasonable times, to examine the books and records of the Supplier and to make abstracts thereof to the extent reasonably necessary to verify the accuracy of any billing statement, payment demand, charge, payment or computation made

under this Agreement. Notwithstanding any other provision of this Agreement, the rights conferred by this Section 7.10 shall survive the expiration or earlier termination of this Agreement.

SECTION 7.11 AMERICANS WITH DISABILITIES ACT. The Supplier and the County do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Supplier agrees that the performance shall be in strict compliance with the Act. In the event that the Supplier, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Supplier shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Supplier shall indemnify, protect, and save harmless the County, their agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The Supplier shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Supplier agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incur any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Supplier shall satisfy and discharge the same at its own expense.

The County shall, as soon as possible after a claim has been made against any of them, give written notice thereof to the Supplier along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of their agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Supplier every demand, complaint, notice, summons, pleading, or other process received by the County or their representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Supplier pursuant to this contract will not relieve the Supplier of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the Supplier, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Supplier expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Supplier's obligations assumed in this Agreement, nor shall they be construed to relieve the Supplier from any liability, nor preclude the County from taking any other actions available to it under any other provisions of this Agreement or otherwise by law.

SECTION 7.12 NOTICE. All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing to the following addresses:

If to supplier: **Constellation NewEnergy, Inc.**

Name: Shaun Bodrog

Cc: Constellation Legal

Address: 1001 Louisiana Street, Constellation Suite 2300, Houston Tx. 77002

Phone: (844) 6-ENERGY

Fax: N/A

Email: Shaun.bodrog@constellation.com; ContractAdmin@constellation.com

If to the County:

County of Camden
Office of County Counsel
Courthouse
6th Floor
520 Market Street
Camden, NJ 08102

Other phone numbers relevant to this Agreement include the NJBPU Division of Customer Relations, which is 1-800-624-0241.

Notices hereunder shall be deemed properly served: (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the fifth business day after the day on which deposited in the United States certified or registered mail, postage prepaid, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement.

SECTION 7.13 CHANGES IN CONTACT PERSONS. With proper notice, any party may change its address and contact person for this purpose. In the event that the name or telephone number of any contact for the Supplier changes, Supplier shall give prompt notice to the County and the County. In the event that the name or telephone number of any contact person for the County changes, prompt notice shall be given to the Supplier.

SECTION 7.14 EXPENSES. Each party hereto shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys' and consultants' fees and expenses, except as otherwise expressly set forth herein and except for the Consultant Fee to be paid by the Supplier to Concord Energy Services under a separate agreement. Any expenses (including attorneys' fees) relating to disputes between Supplier and the County shall be the responsibility of the Supplier and the County, respectively.

SECTION 7.15 NO JOINT VENTURE. Nothing herein contained shall be deemed to constitute any party a partner, agent, or legal representative of the other party, or to create a joint venture, agency, or any relationship between the parties.

SECTION 7.16 WAIVER. No waiver by any party hereto of any one or more defaults by any other party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any party hereto to complain of any action or non-action on the part of any other party, no matter how long the same may continue, shall be deemed to be a waiver of

any right hereunder by the party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the party who is making such a waiver.

SECTION 7.17 FORCE MAJEURE. The Supplier shall be responsible for the delivery of Full Requirements Service to the Delivery Points specified under the terms of this Agreement unless a condition of Force Majeure is in effect. As used herein, "Force Majeure" means any event beyond the control of, and without the fault or negligence of, the party claiming Force Majeure, which materially and adversely affects the ability to perform on the part of the party claiming the Force Majeure. It shall include without limitation, sabotage, acts of God, war, riot, civil disturbance, earthquake, hurricane, flood, explosion, fire, lightning, landslide, and acts of the Government in either its sovereign or contractual capacity. Notwithstanding any other provision of this Agreement, the Supplier shall, upon becoming aware of a Force Majeure condition notify the County of any Force Majeure condition promptly by telephone, but in no event more than twenty-four (24) hours later and confirm such notice in writing within one week thereafter, setting forth the full particulars in connection therewith, to the extent available. Supplier shall use its best efforts to remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the County of the cessation of such condition, at which time the parties will resume their obligations under this Agreement as if the event had not occurred.

Force Majeure shall specifically include: (i) any delay on the part of the Electric Distribution Company in transferring an account from the Electric Distribution Company to the Supplier, and (ii) a failure on the part of the Electric Distribution Company to provide Distribution services, or billing services if required, unless such delay or failure is due to the fault of the Supplier.

It is specifically understood that in no event shall the following acts or conditions constitute a Force Majeure condition: (i) the economic hardship of either party, interest or inflation rates, or currency fluctuation; (ii) any event making delivering of Full Requirements Service difficult, uneconomic or impracticable, or the event of higher actual costs to the Supplier than its anticipated costs or its Contract Price; (iii) the failure of the Supplier to secure licenses or similar authorizations necessary to perform its obligations hereunder due to causes within its reasonable control; (iv) strikes, work stoppages, or other labor disputes or disturbances by the Supplier's employees; (v) union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed by the Supplier or otherwise increasing the cost or burden to the Supplier of performing its obligations hereunder; (vi) any increase for any reason in premiums charged by the Supplier's insurers or the insurance markets generally for the required insurance hereunder; and (vii) any increase for any reason in the cost to the Supplier associated with maintaining the letter of credit required hereunder.

If by reason of Force Majeure the County is unable to carry out, either in whole or in part, its obligations herein contained, such party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing party, promptly, but in no event more than, twenty- four (24) hours after becoming aware of such Force Majeure condition, makes an attempt to provide the Supplier with verbal notice followed by a written notice within one week thereafter describing the particulars of the occurrence, to the extent available; (ii) the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) no obligations of the party which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; the non-performing party shall use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations; and (v) the non-performing party uses its best efforts to mitigate the consequences of such Force Majeure.

SECTION 7.18 REGULATORY CHANGES. The Contract Price may be adjusted upward or downward based on material changes in law, legislation, or regulation that directly impact the Supplier's costs of performance under this Agreement. Any proposed increase or decrease in the Contract Price must be supported by documentation and shall require a minimum of thirty (30) days' prior written notice to the County. Upon request by the County or its designated agent, Supplier shall provide reasonable supporting documentation detailing the nature of the regulatory change and the resulting impact on costs.

Adjustments shall be limited to actual, incremental cost increases or decreases, and shall not include any profit, markup, or service fees. The Supplier shall pass through any cost decreases on the same basis as cost increases. For clarity, incremental costs shall not include:

- (1) taxes imposed on the income of the Supplier; and
- (2) licensing or other fees imposed on the Supplier by the NJBPU, PJM, or other governmental or regulatory entities.

A “**material impact**” shall be defined as a change in cost of no less than \$0.0001/kWh. Changes in law, legislation, or regulation known or reasonably foreseeable to the Supplier as of the proposal submission date shall not qualify for a price adjustment under this Section.

SECTION 7.19 SEVERABILITY. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or enforceable, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

SECTION 7.20 SOLICITATION. Supplier will not offer or solicit any Participant to service any account separately from this Agreement.

SECTION 7.21. APPROPRIATIONS. In accordance with the provisions of N.J.S.A. 40A:11-15, this agreement is subject to the availability and appropriation of sufficient funds in each year in which it is in effect.

SECTION 7.22 COUNTERPARTS. This Agreement may be executed in any number of separate counterparts by the parties, including facsimile counterparts or counterparts signed by electronic signature, which when are executed and delivered shall be an original, but all of which shall constitute but one and the same Agreement.

SECTION 7.23 DOCUMENTS INCORPORATED. The following documents are incorporated into this Agreement, and the terms, conditions, covenants, and representations contained herein are binding terms of this Agreement:

1. The ITB, including Notice to Bidders, General Instructions, Technical Specifications, and Required Bid Documentation, and any Addenda thereto; and
2. Any and all submissions by Supplier, including the required bid documentation, and
3. This Agreement and any Exhibits hereto

Signature page follows

IN WITNESS WHEREOF, the undersigned have executed this Electric Supply Service Agreement as of the date first given above.

CONSTELLATION NEWENERGY, INC.

By: Amanda Stewart *S&B/gd 8/20/25*

Amanda Stewart - VP, Retail Operations
Print Name/Title

8/20/2025
Date

CAMDEN COUNTY

By: *[Signature]*

Ross G. Angilella
Ross G. Angilella, County Administrator

8/14/25
Date

SJPC ELECTRIC ITB# A20-25 – APPENDIX A

PRICING FORM

The SJPC is seeking pricing for **eight (8) Bid Groups** for a Full-Requirements, Fully Bundled, All-In Fixed Electricity price per kWh. The SJPC is requesting pricing for **Bid Groups 4A, 5A and 7**, a term of eighteen (18) months or twenty-three (23) months commencing with the first meter read scheduled either on or after October 1, 2025, or March 1, 2026, and for **Bid Groups 3, 4, 5, 6 and 8** a fourteen (14) month term commencing with the first meter read scheduled either on or after July 1, 2026. All Bid Group accounts will terminate with the first meter read after August 31, 2027.

Bid Prices must be held firm until 3:00 P.M. Eastern Prevailing Time on Tuesday, August 19, 2025.

ITB# A20-25: ATLANTIC CITY ELECTRIC AND PSE&G BGS-RSCP ACCOUNTS							
All In Fixed Price, Full Requirements							
<u>BID Group</u>	<u>EDC</u>	<u>RATE CLASSES</u>	<u>SERVICE START</u>	<u>SERVICE END</u>	<u>Approximate</u>	<u>23 Month - Start</u>	<u>18 Month - Start</u>
			<u>(1st meter read date on or after)</u>	<u>(1st meter read date on or after)</u>	<u># of ACCOUNTS</u>	<u>Oct 1, 2025</u> <td><u>March 1, 2026</u> </td>	<u>March 1, 2026</u>
						<u>Fixed All-inclusive Bid Price per kWh (kilowatt-hour) \$.XXXX</u>	<u>Fixed All-inclusive Bid Price per kWh (kilowatt-hour) \$.XXXX</u>
7	PSE&G	GLP, LPL-S	October 1, 2025	August 31, 2027	513	\$0.13086/kWh	\$N/A /kWh
PSE&G Bid Group 7 - Baseline Capacity \$/MW-Day			October 1, 2025	August 31, 2027	513	\$175.00/MW-DAY	\$N/A/MW-DAY
4A	AECO	AGS-S	October 1, 2025	August 31, 2027	14	\$0.10092/kWh	\$N/A /kWh
5A	AECO	AGS-P, MGS-P	October 1, 2025	August 31, 2027	125	\$N/A /kWh	\$N/A /kWh
AECO Bid Groups 4A - Baseline Capacity \$/MW-Day			October 1, 2025	August 31, 2027	139	\$175.00/MW-DAY	\$N/A/MW-DAY

SJPC ELECTRIC ITB# A20-25 – APPENDIX A

PRICING FORM

ITB# A20-25: ATLANTIC CITY ELECTRIC AND PSE&G BGS-RSCP ACCOUNTS						
All In Fixed Price, Full Requirements						
<u>BID Group</u>	<u>EDC</u>	<u>RATE CLASSES</u>	<u>SERVICE START</u>	<u>SERVICE END</u>	<u>Approximate</u>	<u>14 MONTH - Start July 1, 2026</u>
			<u>(1st meter read date on or after)</u>	<u>(1st meter read date on or after)</u>	<u># of ACCOUNTS</u>	<u>Fixed All-inclusive Bid Price per kWh (kilowatt-hour) \$.XXXX</u>
3	AECO	DDC	July 1, 2026	August 31, 2027	92	\$0.09858/kWh
4	AECO	AGS-P, AGS-S, MGS-P	July 1, 2026	August 31, 2027	164	\$0.11356/kWh
5	AECO	MGS-S	July 1, 2026	August 31, 2027	2,083	\$N/A /kWh
6	AECO	SPL, CSL	July 1, 2026	August 31, 2027	371	\$0.06590/kWh
8	PSE&G	PSAL, BPL	July 1, 2026	August 31, 2027	110	\$0.06970/kWh
AECO Bid Groups 3, 4 - Baseline Capacity \$/MW-Day			July 1, 2026	August 31, 2027	2,339	\$175.00/MW-DAY

The accounts in Bid Groups 3, 4, 5, 6 and 8 are currently under contract with another supplier and cannot be enrolled earlier than the July 1, 2026, start date.

The Contract Price and term will be set forth in Article IV of the Agreement. Bid Prices must include all electricity generation supply costs to provide Full Requirements Service for the pricing products. Full Requirements Service includes: energy, congestion, capacity, all transmission components to include Reliability Must Run (RMR), Transmission, Transmission Enhancement, Network Integration Transmission Service, all line losses, NJ sales and use tax (not NJ STATE SALES TAX), supplier margin, Consultant Fee, renewable portfolio standards, and all related PJM costs, including but not limited to ancillary services, LMP adjustments, FERC 745, balancing congestion, balancing operating reserves, FTR, ARR's and any other applicable costs.

All Pricing must be in compliance with RPS standards. Full Requirements Service is a substitute for Basic Generation Service. Full Requirements Service does not include Distribution.

To be considered responsive, Bidders must offer a Fixed All-Inclusive Bid Price for all accounts in the respective Bid Group.

SJPC ELECTRIC ITB# A20-25 – APPENDIX A

PRICING FORM

Pricing Structure for Bid Groups 3, 4, 4A, 5, 5A, 6, 7 & 8

All-In Fixed Price. The All-In Fixed Price Pricing Product is defined as cents per kilowatt-hour for Full Requirements Service. The All-In Fixed Price must include all costs necessary to provide Full Requirements service to Participating Members' accounts on a per kilowatt-hour basis as applied to metered usage. *Bid Prices must include the 6.625% New Jersey State Sales and Use Tax.*

Bidders' pricing shall not include delivery service charges and other charges imposed by the Electric Distribution Company. The Contract Price and term will be set forth in Article IV of the Agreement.

Consolidated Billing of Accounts is preferred unless otherwise requested by the Participating Member.

"I certify that every calculation in this bid submission has been reviewed for accuracy and that there are **no mathematical errors or omissions in the bid. I UNDERSTAND THAT ONCE THIS BID IS SUBMITTED, IT MAY NOT BE WITHDRAWN LATER AND THAT THE BIDDER WILL BE BOUND THEREBY SHOULD A CONTRACT BE AWARDED BASED ON THIS BID.**

SUPPLIER COMPANY NAME Constellation New Energy Inc

BUSINESS ADDRESS: 100 Louisiana Street, Constellation Site 200 Boston, TN 37002

CONTACT NAME Sean Rodro

CONTACT PHONE/ FAX 800-666-6666R

CONTACT EMAIL Sean.Rodro@Constellation.com ContractAdmin@Constellation.com

AUTHORIZED SIGNATURE 

PRINT NAME Amanda Stewart

DATE: 8/20/2025

APPENDIX B
ELECTRICITY GENERATION SUPPLY SERVICE AGREEMENT

Between

CAMDEN COUNTY,

AS PURCHASING AGENT FOR THE SOUTH JERSEY POWER
CO-OPERATIVE

SJPC includes the following pricing Cooperatives:

Camden County-ID#57-CCPS,

Gloucester County-ID#16-GLPS

Salem County-ID#75-SCCPS

and

Atlantic County and Cape May County- ID #E8803-ACCMCPS

and

Great American Gas and Electric, LLC

Dated: August 19, 2025

This ELECTRIC GENERATION SUPPLY SERVICE AGREEMENT (the "Agreement") is entered into this **19th day of August 2025**, by and between CAMDEN COUNTY (the "County") and **Great American Gas and Electric, LLC** a corporation organized and existing under the laws of the State of **New York** (the "Supplier").

RECITALS

WHEREAS, the County issued an Invitation to Bid for an Electric Supply Service Agreement and accepted the Supplier's bid as the lowest responsible bid; and

WHEREAS, the County has been authorized to enter into this Agreement by its governing board through adoption of a resolution authorizing such participation and acceptance; and

WHEREAS, the bid specifications included those estimated quantities of electric generation service ("Full Service Requirements") needed by the County; and

WHEREAS, certain federal and New Jersey statutes and administrative rules and regulations govern the electric utility industry in New Jersey (generally, the "Applicable Legal Authorities"); and

WHEREAS, certain of the Applicable Legal Authorities provide for the restructuring of the electric industry in the State of New Jersey (the "State") from that of a regulated public utility service to allow access to the electric public utility's local distribution system by entities that have successfully completed the licensing process set forth in the Applicable Legal Authorities; and

WHEREAS, the Supplier is thus licensed to provide Full Requirements Service to customers in the State, and has been issued Board License Number **ESL-0241**; and

WHEREAS, the Applicable Legal Authorities provide that with implementation of such access to the Electric Distribution Company's local distribution system, the Electric Distribution Company will continue to serve as the exclusive electric distribution provider within its Service Territory; and

WHEREAS, in accordance with the Applicable Legal Authorities, customers may purchase Full Requirements Service from licensed suppliers.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto, intending to be legally bound, hereby covenant, promise, and agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below:

“*Act*” means the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq.

“*Agreement*” means this Electric Supply Service Agreement between the County and Supplier for provision of Electric Supply Service.

“*Authority Facilities*” means the facilities of the County listed in the Invitation to Bid for which the Supplier is to provide Full Requirements Service pursuant to the Agreement.

“*Authority's Indemnified Persons*” means the County and its directors, officers, representatives, employees, principals, agents, consultants, successors and assigns.

“*Basic Generation Service*” means Electric Generation Service that is provided pursuant to Section 9 of the Act to any customer that has not chosen an alternative Electric Power Supplier, whether or not the customer has received offers as to competitive supply options, including, but not limited to, any customer that cannot obtain such service from an Electric Power Supplier for any reason, including non- payment for services. Basic Generation Service is not a competitive service and is fully regulated by the BPU.

“*BPU*” means the New Jersey Board of Public Utilities, or any successor state agency.

“*Capacity*” means the ability to provide Electricity on demand, as measured in kilowatts or megawatts.

“*Commencement Date*” means the date on which the Supplier is first able, in accordance with the regulations and procedures of the BPU and the Electric Distribution Company, to provide Full Requirements Service to the County, beginning no earlier than **October 2025 Bid Group 5A and July 2026 Bid Group 5.**

“*Consultant Fee*” means that fee which will be paid by Supplier to Concord Energy Services in accordance with the agreement between the Supplier and Concord Energy Services.

“*Contract Date*” means **August 19, 2025.**

“*Contract Price*” means the price agreed to by Supplier and the County for the provision of Full Requirements Service pursuant to this Agreement.

“*Delivery Point*” means each point on the PJM transmission grid identified by the Electric Distribution Company where Electricity is delivered by Supplier.

“*Distribution*” means all delivery services by the Electric Distribution Company for the provision of Electric Generation Service to any electric energy customer at any voltage level as regulated by governing law.

“*Electric Distribution Company*” means a local electric public utility or any successor company or entity that distributes Electricity to customers within a service area.

“*Electric Generation Service*” means the provision of Electricity and Capacity, which is generated off-site from the location at which the consumption of such Electricity and Capacity is metered for retail billing purposes, including agreements and arrangements related thereto.

“Electric Power Supplier” means a person or entity that is duly licensed pursuant to the provisions of the Act to offer and to assume the contractual and legal responsibility to provide Electric Generation Service to retail customers, including Load Serving Entities, marketers and brokers that offer or provide Electric Generation Service to retail customers. The term excludes an Electric Distribution Company that provides Electric Generation Service only as a Basic Generation Service pursuant to Section 9 of the Act.

“Electricity” means retail electric energy as measured in kWh.

“Firm” means Supplier may only suspend performance hereunder to the extent that such performance is prevented for reasons of Force Majeure.

“Force Majeure” shall have the meaning ascribed to it in Section 7.16.

“Full Requirements Service” means Electric Generation Service and Transmission provided by Supplier to the County on a Firm basis. Full Requirements Service is a substitute for Basic Generation Service. Full Requirements Service does not include Distribution.

“Independent System Operator” means the PJM, or its successor in interest, as the independent system operator in the Pennsylvania-New Jersey-Maryland interconnection which oversees and controls the integrated dispatch of power plants and the bulk transmission of electricity throughout the regional power grid.

“ITB” means the Invitation to Bid No. A20-25 for Electric Supply Service issued on July 1, 2025, by the County.

“kWh” means kilowatt-hours, a measure of electric consumption.

“Load Serving Entity” or *“LSE”* means any entity (or the duly designated agent of such entity), including a load aggregator or power marketer, which has been granted the County or has an obligation pursuant to state or local law, regulation, or franchise to sell Electricity to end-users located within the area controlled by PJM.

“Loss” means any and all direct loss, liability, forfeiture, obligation, delay, fine, penalty, judgment, cost, expense, debt, demand, and damage of every kind whatsoever, (including, without limitation, reasonable attorneys' fees, consultant fees, expert witness fees and court costs). Loss does not include any consequential, exemplary, punitive, incidental, or indirect damages.

“Material Usage Deviation” means any deviation in the Actual Quantity at the Service Location(s) from the Contract Quantity (or, as applicable, estimated Contract Quantities), which is not caused by weather, on-site net metered renewable project or installation of energy efficiency measures.

“NITS” means Network Integration Transmission Service provided by PJM to transport electric energy from the point of generation to the Delivery Point.

“NITS Charges” means the tariffs for NITS approved by the FERC and implemented and assessed by PJM on load in the applicable EDC transmission zone, including any applicable surcharges such as Reliability Must Run charges and transmission enhancements, and net of any applicable credits approved and allowed by the NJBPU and respective EDC.

“Participant” means the individual governmental entities who are members of South Jersey Power Cooperative who have elected to participate in the aggregate purchase of Electricity Generation Supply Service pursuant to this Agreement, as identified in Appendix C. Each Participant shall have its own Account for billing purposes.

“PJM” means the Pennsylvania-New Jersey-Maryland Interconnection L.L.C.

“*Replacement Energy*” means all Electric Generation Service provided and billed to the County by the Electric Distribution Company or an alternative Third-Party Supplier should Supplier not provide Full Requirements Service to the County.

“*Service Territory*” means the geographic areas of the State of New Jersey in which the Electric Distribution Company has an exclusive franchise to serve electric customers.

“*SJPC and its Indemnified Persons*” means each Participating Member of the SJPC together with its officers, directors, members, representatives, employees, principals, consultants, and agents.

“*Supplier*” means **Great American Gas and Electric, LLC**.

“*Termination Date*” means the first meter read date after **August 31, 2027**, as determined by the Electric Distribution Company, or the date upon which this Agreement is terminated pursuant to Article VI hereof, whichever is earlier.

“*Third Party Supplier Agreement*” means the agreement between Supplier and an Electric Distribution Company that sets forth the terms and conditions under which Supplier will be permitted to deliver Electric Generation Service to the Electric Distribution Company for ultimate distribution to the County.

“*Transmission*” means all necessary services for the delivery of Electric Generation Service by Supplier to the Electric Distribution Company at any voltage level.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) **References Hereto.** The terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms refer to this Agreement, and the term “hereafter” means after the Contract Date.

(B) **Gender and Plurality.** Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) **Persons.** Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations, and other legal entities, including public bodies, as well as individuals.

(D) **Headings.** The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

(E) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof. The contract documents, including the ITB, should be read and interpreted so as to carry out the terms of this Agreement. This Agreement may only be amended or modified by a written instrument signed by all parties hereto.

(F) **References to Days.** All references to days herein are to calendar days, including Saturdays, Sundays, and holidays, except as otherwise specifically provided.

(G) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(H) Applicable Law. This Agreement shall be governed by and shall be construed, enforced, and performed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of law.

(I) Severability. If any clause, sentence, paragraph, or part of this Agreement should be declared or rendered unlawful by a court or regulatory agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

(J) Defined Terms. The definitions set forth in Section 1.1 hereof shall control in the event of any conflict with the definitions used in the recitals hereto.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County hereby represents and warrants that:

(A) Existence and Powers. The County is a body politic and corporate of the State of New Jersey validly existing under the Constitution and laws of the State, with full legal right, power, and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The County has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by it and constitutes a legal, valid, and binding obligation of the County, enforceable against it in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium, and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the County of this Agreement nor the performance by the County of its obligations hereunder nor the consummation by the County of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the County or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which the County is a party or by which the County or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Litigation. There is no action, suit or other proceeding as of the Contract Date, at law or in equity, before or by any court or governmental authority, pending or, to the County's best knowledge, threatened against the County which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the County in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the County of its obligations hereunder or under any such other agreement or instrument.

(E) No Legal Prohibition. The County has no knowledge of any applicable law in effect on the Contract Date which would prohibit the performance by the County of this Agreement and the transactions contemplated hereby.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE SUPPLIER. The Supplier hereby represents and warrants that:

(A) Existence and Powers. The Supplier is duly organized and validly existing as a corporation under the laws of the State of New York, with full legal right, power, and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Supplier has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the Supplier and constitutes the legal, valid, and binding obligation of the Supplier, enforceable against the Supplier in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium, and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the Supplier of this Agreement nor the performance by the Supplier of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Supplier, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of the

Supplier) or instrument to which the Supplier is a party or by which the Supplier or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Litigation. Except as expressly disclosed to the County in writing on the Contract Date, there is no action, suit or other proceeding as of the Contract Date, at law or in equity, before or by any court or governmental authority, pending or, to the Supplier's best knowledge, threatened against the Supplier which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Supplier in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Supplier of its obligations hereunder or by the Supplier under any such other agreement or instrument.

(E) No Legal Prohibition. The Supplier has no knowledge of any applicable law in effect on the Contract Date which would prohibit the performance by the Supplier of this Agreement and the transactions contemplated hereby.

(F) Licenses. The Supplier owns or possesses all licenses necessary for the performance by the Supplier of this Agreement and the transactions contemplated hereby, without any known material conflict with the rights of others.

(G) Information Supplied by the Supplier. The information supplied by the Supplier in all submittals made in response to the ITB and all post-bid submittals is correct and complete in all material respects as of the date or dates submitted, except to the extent the County has received written notice of any changes prior to execution of this Agreement.

ARTICLE III

SUPPLIER SERVICES

SECTION 3.1 FULL REQUIREMENTS SERVICE. The Supplier agrees to provide Full Requirements Service to each of the SJPC's Participating Member electric accounts as outlined in Appendix C to the County's ITB and incorporated herein to this Agreement as an attachment and by reference.

The County agrees to purchase Full Requirements Service exclusively from Supplier for the Participating Members' electric accounts specified herein in accordance with the terms of this Agreement. The Supplier acknowledges that this is not a "take-or-pay" contract and that the quantity of Full Requirements Service actually used by the Participating Members may vary from the historical usage identified in the ITB.

SECTION 3.2 DELIVERY POINTS. The Supplier shall deliver Electricity to the Delivery Point. The Electric Distribution Company will be responsible for distributing Electricity from the Delivery Point to the customer's meter on the Electric Distribution Company's system serving the Facilities. The Electric Distribution Company takes title to the electricity at the Delivery Point. The Participating Members take title to the electricity at their respective meters.

SECTION 3.3 NOMINATING AND BALANCING. Nominating and balancing shall be the responsibility of the Supplier. The Supplier shall be familiar with the Electric Distribution Company and the PJM grid policies and practices concerning imbalances, transmission grid losses, distribution line losses, billing periods of the Electric Distribution Company, and the interstate/intrastate transmission utilities. Any Loss associated with nominating and balancing shall be borne by the Supplier. The Supplier shall indemnify and hold harmless each the SJPC and its Indemnified Persons from and against any and all Loss relating to or in connection with nominating and balancing.

SECTION 3.4 ARRANGING FOR FULL REQUIREMENTS SERVICE. The Supplier shall participate in or make appropriate arrangements with the PJM and any relevant regional transmission group, wholesale settlements process, the appropriate Electric Distribution Company or other entity or process at the state or regional level designed to ensure an uninterrupted flow of reliable, safe Full Requirements Service to the Participating Members.

The Supplier further agrees to ensure that all of the County electricity accounts will be transferred from the Electric Distribution Company or predecessor third-party supplier to the Supplier for purposes of providing Full Requirements Service beginning on the Commencement Date and ending on the Termination Date.

The Supplier shall monitor PJM peak demand periods and advise the Participating Members in advance of those days during the PJM summer period that potentially could be used by PJM to determine the Participating Members' assigned Peak Load Contributions (PLCs) for the ensuing summer period.

SECTION 3.5 EMERGENCIES AND OUTAGES. Outages are the responsibility of the Electric Distribution Company servicing the County. In the event of an outage or an emergency, the County should contact its Electric Distribution Company.

SECTION 3.6. SUPPLIER CERTIFICATION AND LICENSING. The Supplier represents and warrants that it holds an Electric Supplier License from the New Jersey Board of Public Utilities and is certified by each applicable Electricity Distribution Company to supply Electricity to each Delivery Point. The Supplier agrees to maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Agreement. If any such licenses, permits and authorizations will expire during the term, the Supplier shall provide the County with a copy of all renewals of any such expired licenses, permits or authorizations.

SECTION 3.7. SUBCONTRACTORS. The Supplier shall have sole responsibility for electricity deliveries specified in this Agreement. Payment will be made only to the Supplier. If the Supplier chooses to utilize subcontractors, the Supplier shall have sole responsibility for all payments due any subcontractor. The Supplier is responsible for the quantity, quality, and timely delivery of all Full Requirements Service required to be provided under this Agreement.

SECTION 3.8. AGREEMENTS. The Supplier shall enter into any necessary agreements with the Electricity Distribution Companies in connection with the delivery of the Electricity, in accordance with the requirements of the New Jersey Board of Public Utilities.

SECTION 3.9. DATA CONFIDENTIALITY. All financial, statistical, personnel and/or technical data supplied by the Participants and Supplier are confidential, to the extent allowed by applicable law. Participants and Supplier are required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the other party, or any individual or entity in the other party's charge or employ, except where such use or offering is required by law, will be considered a violation of Agreement and may result in termination of the Agreement.

SECTION 3.10. NEWS RELEASES AND ADVERTISING. The Supplier is not permitted to issue news releases pertaining to any aspect of the services being provided under the Agreement without the prior written consent of the County. The Supplier is also prohibited from using the Client's name, logos, images, or any Participant's name, logos, images or any data or results arising from the Agreement as a part of any commercial advertising without first obtaining the prior written consent of the County.

SECTION 3.11. PARTICIPATING ENTITIES. A list of Participating Entities is included herein by reference at Appendix C.

SECTION 3.12 PAYMENT OF PROCUREMENT FEE. Supplier shall enter into energy agent agreements with Client's energy agent, Concord Energy Services, and make payment of the Procurement Fee amounts to said energy agent, as specified in the RFB.

ARTICLE IV

CONTRACT PRICE

SECTION 4.1 CONTRACT PRICE. The price to be paid by each SJPC Participating Member for the provision of Full Requirements Service during the term of this Agreement shall be the applicable Contract Price(s) set forth below, which include(s) all charges to be assessed by the Supplier. The Contract Price(s) is/are the **Bid Group pricing option(s) 5 and 5A** selected by the County from the Supplier's submitted Appendix A pursuant to the Invitation to Bid, incorporated herein by reference, as follows:

Bid Group 5A: \$0.11470/kWh

Bid Group 5: \$0.11230/kWh

The Contract Price(s) shall be in effect from the Commencement Date—defined as the first meter read on or after **October 1, 2025, for Bid Group 5A (23-month term)**, and the first meter read on or after **July 1, 2026, for Bid Group 5 (14-month term)**—through the Termination Date, defined as the first meter read after **August 31, 2027**.

SECTION 4.2 METERING, BILLING AND PAYMENT. Metering and billing for distribution services provided to each Participant(s) shall be provided by the Electric Distribution Company to the County in accordance with the terms of the Electric Distribution Company's tariff. The Supplier, shall submit its monthly bills to the Participant(s) at their option for the provision of Full Requirements Services pursuant to this Agreement either through (i) a single bill from the Electric Distribution Company for Full Requirements Service and Distribution service (i.e. consolidated billing), or (ii) dual billing where Distribution services to the Facilities provided by an applicable local Electricity Distribution Company shall be billed by the Electricity Distribution Company and the Full Requirements Services shall be billed separately by the Supplier. **If no affirmation election is made by the Participant, the default shall be enrollment for consolidated billing.** In the event the Participant elects or defaults to receive a single bill as described in item (i) above, the Supplier covenants to provide the Electric Distribution Company with all information needed by the Electric Distribution Company to be able to provide timely and accurate bills to the Participant(s).

In the event the Participant(s) elect dual billing, the Supplier shall submit an invoice directly to the Participant(s) for the Electricity delivered by the Supplier for each Account at the Participant's billing address listed in Appendix C for each Billing Cycle, unless the Participant request receipt of an aggregated bill for all accounts sent to a single billing address as provided for in Section III. (3) of the RFB, in which case Supplier shall conform to said request. Billing by the Supplier shall conform to the Billing Cycle of the applicable Electricity Distribution Companies for the Account. Distribution services to the Delivery Points provided by an applicable local Electricity Distribution Company shall be billed separately by the Electricity Distribution Company. The Supplier acknowledges that the Participant(s) are governmental entities who must comply with certain legal requirements before payment can be made. To ensure timely payment of invoices, Supplier shall confer with the Participants regarding applicable payment procedures before the first invoice is sent. All invoices submitted must be in strict accordance with the Contract Price and shall conform to the applicable requirements for payment of invoices by each Participant. All Electricity usage shall be billed as kWh.

The Supplier acknowledges and agrees that (i) the County shall not be responsible for payment for Full Requirements Service provided to any other Participating Member and shall have no liability or obligation for payment of any bills, charges, fees or expenses related to Full Requirements Service provided to any other Participating Member or the failure of any other Participating Member to purchase Full Requirements Service from the Supplier and (ii) the County shall only be responsible for payment for Full Requirements Service provided to its own electric accounts.

During the term of this Contract, the Supplier shall invoice each Participating Member monthly basis based on the prior period's delivery of electricity. The County shall not make payment of any invoice submitted unless it is approved by the County's Board. The County shall mail payment to the Supplier for such amount approved by the

Board within the usual payment cycle. In the event that the County disputes an invoice, or any portion thereof, the County shall advise the Supplier in writing of the dispute within 30 days of the determination of dispute, but the County shall pay the Supplier such portion of the invoice that is not in dispute.

In the event that a dispute regarding any invoice is not resolved within 60 days of receipt of the County's written notice of the dispute, either party may proceed to non-binding mediation in accordance with Section 5.3 of this Agreement, entitled "Alternate Dispute Resolution". Supplier shall continue to provide the delivery of all electricity and service required by this Agreement to the County during the period of any billing dispute, mediation, or litigation regarding the same.

Each Participant's obligation to pay the Supplier is contingent upon the availability of appropriated funds from which payment for contract purposes can be made in accordance with Section 7.21 (*Appropriations*) hereof.

In the event that the Supplier should require interval data, charges for such additional data shall not be passed on by the Supplier to the County.

SECTION 4.2.1 PAYMENT OF INVOICES. The Participant must approve all invoices before payment can be made. The Participant agrees to pay each invoice containing Supplier's charges within a period of up to 60 days from the date the invoice is received (the "Payment Date"). Payment will be based on approved invoice(s) and in accordance with P.L. 2018, c.127.

Each Participant's obligation to pay the Supplier is contingent upon the availability of appropriated funds from which payment for contract purposes can be made in accordance with ITB Section 18 Availability of Funds.

In the event the Supplier becomes aware (1) that any Participating Entity is the subject of a voluntary or involuntary petition in bankruptcy or (2) of any other information that would reasonably lead Supplier to conclude that any Participating Entity may not meet its financial obligations to Supplier, Supplier shall have the right to require the Participating Entity to make credit arrangements reasonably satisfactory to the Supplier. The Participating Entity may elect any of the following options to make such credit arrangements: (i) payment in advance for three months of service in an amount equal to the likely charge for three months' service; (ii) obtaining an irrevocable letter of credit for the benefit of the Supplier in a form reasonably acceptable to Supplier in the amount equal to the likely charge for three months' service; or (iii) obtaining a guaranty in a form and substance reasonably satisfactory to Supplier from a financial institution or other third party that Supplier deems creditworthy. In the event that Participating Entity fails to make such credit arrangements reasonably satisfactory to the Supplier within 30 days of a written notice requiring such arrangements, Supplier may terminate this Agreement with the affected Participating Entity.

SECTION 4.3 BILLING. Commencing with the first Billing Cycle and for each Billing Cycle thereafter, the Electric Distribution Company shall cause the Participants to receive invoices in accordance with Section III. (3) of the ITB and Section 4.2 (Metering, Billing and Payment) hereof, and the Participants shall pay to the Supplier the Contract Price for the provision of Full Requirements Service by the Supplier in accordance with Section 4.2 (Metering, Billing and Payment) hereof.

SECTION 4.4 CONTRACT PRICE ADJUSTMENT PROCESS. Under certain specific, limited circumstances set forth in Section 4.4.1. at the request of either party and subject to the procedures set forth below, the contract price for an Account Bid Group(s), may be adjusted during the contract term. The party requesting the contract price adjustment shall provide a minimum of thirty (30) calendar days' written notice to the other party of a request for adjustment to the contract price. Both parties retain the right to review and dispute the validity of such adjustments. The Supplier shall, upon request of the Client or its designated agent, provide reasonable documentation of the change in costs to provide Electric Generation Supply Service asserted by the Supplier pursuant to Section 4.4.1. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Client shall make a prompt decision taking all such information into account and shall notify the Supplier of the final adjusted contract price. The effective date of any adjusted contract price is the later of the date the actual change in circumstances take effect or the date in which the adjusted contract price is agreed upon or determined by the Client.

SECTION 4.4.1 ADJUSTMENTS TO CONTRACT PRICE. An adjustment to the Contract Price shall be considered under the following circumstances, and shall not include any profit, markup, or service fee:

- (A) A legislated change in the current State Sales and Use Tax (“SUT”), in which case the price adjustment shall reflect the difference between the newly enacted SUT rate and the SUT rate in effect at the time Supplier submitted its Bid.
- (B) Applicable only to those Bid Groups where transmission costs are not passed-through at cost under a Fixed Price, Pass-through Capacity and Transmission as set forth in the RFB, a change in FERC-approved NITS Charges implemented after the Effective Date of this Contract. In such instance either party may request for adjustment of the contract price by a percentage amount up to the percentage change in the Supplier’s net direct total cost to provide Electric Generation Service to the Participant directly caused by the change in FERC-approved transmission NITS Charges, net of applicable offsetting credits received by the Supplier from PJM and approved via the New Jersey Board of Public Utilities by Board Order.
- (C) A change in law implemented after the date hereof that has a material impact on the cost to Electric Power Suppliers and Basic Generation Service suppliers of providing Electric Generation Service to retail customers in the applicable EDC transmission zone(s) in which Participant’s accounts are located. For this purpose, a material impact shall be an increase in cost of no less than \$0.0001/kWh. In such instance Supplier may request adjustment of the Contract Price by a percentage amount up to the percentage change in Supplier’s direct total cost to provide Electric Generation Service to Participant directly caused by the change in law and approved via the New Jersey Board of Public Utilities by Board Order.
- (D) Applicable only to accounts in non-street lighting bid groups that have an All-In Fixed Price pricing structure, in the event of a material change (otherwise referred to as a “Material Usage Deviation”) of greater than 25% in the aggregate monthly kWh usage, capacity obligation (in kW) or transmission obligation (in kW) of all Participants’ Accounts in a given Bid Group, in which case Supplier may request an adjustment to the Contract Price for that Bid Group to reflect the incremental net cost or incremental loss incurred by Supplier as a result of variance in such volumes outside of the 125%/75% bandwidth. Only incremental costs or losses outside the 75%/125% bandwidth may be recoverable.

Change in law, legislation, and regulation known to the Supplier at the time of the proposal submission date is not eligible for such adjustment.

ARTICLE V

NON-PERFORMANCE AND DISPUTE RESOLUTION

SECTION 5.1 REPLACEMENT ENERGY. If at any time and for any reason (unless under a condition of Force Majeure) the County is forced to purchase Replacement Energy, the Supplier shall be responsible for the difference, if positive, between the cost of Replacement Energy and the cost that the County would have been charged for Full Requirements Service under this Agreement and for such other Loss as the affected the County may incur due to Supplier's failure to provide Full Requirements Service.

SECTION 5.2 RISK OF LOSS. Risk of loss of electricity provided under this Agreement shall remain with the Supplier until it shall pass to the County upon delivery of said Electricity to the Delivery Point specified for the County.

SECTION 5.3 ALTERNATE DISPUTE RESOLUTION. The County and the Supplier agree that all claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation before the County or Supplier may appeal any such claims or disputes to a court of competent jurisdiction. In the event that a claim or dispute as between the County and the Supplier is not resolved within 60 days of receiving written notice of a dispute or claim, either party may file in writing with the other party to this Agreement and with the American Arbitration Association, a request for mediation.

The request for mediation shall be made utilizing the appropriate request for mediation form provided by the American Arbitration Association. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the County and any other person or entity sought to be joined. Consent to mediation involving an additional person or entity shall not constitute consent to mediation of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to mediate and other agreements to mediate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law and any court having jurisdiction thereof.

The parties agree to allow the American Arbitration Association to appoint a single mediator in accordance with the mediation rules of the American Arbitration Association currently in effect. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, in the lack of such an agreement, as may be determined by the mediator. Each party will bear its own costs of participation in the mediation, and they will divide the costs of the mediator equally.

The award rendered by the mediator shall be non-binding on the parties. Should mediation terminate by execution of a settlement agreement by the parties such agreement shall be enforceable, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Should mediation terminate by written declaration of the mediator that mediation is no longer worthwhile or by written declaration of either party for any reason, the claim or dispute may be appealed to a court of competent jurisdiction. During the period of time in which a dispute or claim exists and during any mediation or any litigation, the Supplier shall continue to provide the County with all electricity and service required by this Agreement.

ARTICLE VI

TERM AND TERMINATION

SECTION 6.1 TERM. This Agreement shall become effective on the Contract Date and shall continue in effect until the Termination Date. Full Requirements Service to the County will commence on the appropriate meter read date as determined by the Electric Distribution Company beginning on and after the Commencement Date. No contract between Supplier and the County shall extend beyond the Termination Date, unless otherwise agreed to in writing by both parties.

SECTION 6.2 TERMINATION. In addition to any other rights of termination set forth in this Agreement, this Agreement may be terminated prior to the Termination Date based on the following:

- (a) by the County, if the Supplier fails to provide electrical service in accordance with this Agreement; or
- (b) by the County, at its sole option, immediately upon the filing of a voluntary bankruptcy petition by the Supplier, or the final adjudication of the Supplier as bankrupt after the filing of an involuntary petition; or
- (c) by the County, immediately, in the event that Supplier's Third-Party Supplier Agreements with the applicable Electric Distribution Companies are terminated.

Upon the effective Termination Date, all rights and privileges granted to the Supplier shall cease. Notwithstanding the foregoing, Supplier shall be liable for, inter alia, any Loss the County incurs in excess of the Contract Price should the County be obliged to procure Replacement Energy as a result of the termination of this Agreement by the County under this Section 6.2. The parties acknowledge that termination of this Agreement by the County upon the breach by Supplier would severely harm the County. Therefore, in the event of any voluntary or involuntary bankruptcy or similar proceeding on the part of Supplier, Supplier agrees that it will petition any relevant court for prompt action to accept or reject this Agreement.

ARTICLE VII

GENERAL

SECTION 7.1 SECURITY FOR PERFORMANCE. During the term of this Agreement, the Supplier shall maintain surety bond with the BPU as required under Applicable Law as security for performance under this Agreement.

SECTION 7.2 WINDING UP ARRANGEMENTS. The Supplier shall fully cooperate with the County in connection with the transition to a new Full Requirements Service supplier or return as a Basic Generation Service customer following the termination or expiration of this Agreement.

SECTION 7.3 INDEMNIFICATION. Supplier agrees to indemnify and hold harmless the SJPC and its Indemnified Persons from and against any and all Losses related to this Agreement, caused in whole or in part by the Supplier's negligent action(s) or failure(s) to act, and any and all claims of title of any person in connection with the Full Requirements Service sold hereunder or any other charges thereon which attach before title passes to the County. The provisions of this Section 7.3 shall survive the expiration or earlier termination of this Agreement.

SECTION 7.4 ASSIGNMENT AND SUBCONTRACTING. Neither party shall assign or subcontract this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld. Any sale of substantially all of the assets of Supplier or the merger, consolidation or sale of Supplier or other similar transaction shall not be deemed to be an assignment for purposes of this Agreement.

SECTION 7.5 TAXES. Supplier's Contract Price shall include all taxes and Supplier shall cause all such taxes to be paid. Supplier shall indemnify and hold harmless the SJPC and its Indemnified Persons from any and all Losses arising from Supplier's non-payment of such taxes.

SECTION 7.6 NON-DISCRIMINATORY PROVISION OF SERVICE. The Supplier shall supply Full Requirements Service to the County on a non-discriminatory basis. The Supplier further agrees to comply with the Affirmative Action and Americans with Disabilities Act provisions set forth in Exhibit G and Exhibit I to the ITB and incorporated herein and made a part hereof.

SECTION 7.7 CONSUMER LISTS. To the extent not prohibited by law, the Supplier shall, upon request of the County, provide such reasonable identifying and aggregate consumption data as the County may request at no additional cost to the County.

SECTION 7.8 COMPLIANCE WITH LAWS. The Supplier shall promptly and fully comply with all applicable statutes, ordinances, judgments, decrees, orders, rules and regulations of any legislature, court, agency, or other governmental body having jurisdiction over the Supplier's activities, including, but not limited to, all billing, collection, environmental disclosure, "green power", and termination regulations of the BPU and PJM applicable to the services being provided by the Supplier hereunder.

Whenever performance of an obligation of the Supplier requires the consent or approval of any governmental agency or body, the Supplier shall make its best, good faith efforts to promptly obtain such consent or approval.

SECTION 7.9 INSURANCE. Supplier shall secure and maintain, through the term of this Agreement, at its own expense, comprehensive commercial general liability insurance of at least \$1,000,000 combined single limit with insurer and coverage reasonably satisfactory to the County.

SECTION 7.10 AUDIT RIGHTS. The County shall have the right, upon reasonable notice and at reasonable times, to examine the books and records of the Supplier and to make abstracts thereof to the extent reasonably necessary to verify the accuracy of any billing statement, payment demand, charge, payment or computation made

under this Agreement. Notwithstanding any other provision of this Agreement, the rights conferred by this Section 7.10 shall survive the expiration or earlier termination of this Agreement.

SECTION 7.11 AMERICANS WITH DISABILITIES ACT. The Supplier and the County do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Supplier agrees that the performance shall be in strict compliance with the Act. In the event that the Supplier, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Supplier shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Supplier shall indemnify, protect, and save harmless the County, their agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The Supplier shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Supplier agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incur any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Supplier shall satisfy and discharge the same at its own expense.

The County shall, as soon as possible after a claim has been made against any of them, give written notice thereof to the Supplier along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of their agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Supplier every demand, complaint, notice, summons, pleading, or other process received by the County or their representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Supplier pursuant to this contract will not relieve the Supplier of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the Supplier, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Supplier expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Supplier's obligations assumed in this Agreement, nor shall they be construed to relieve the Supplier from any liability, nor preclude the County from taking any other actions available to it under any other provisions of this Agreement or otherwise by law.

SECTION 7.12 NOTICE. All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing to the following addresses:

If to supplier: **Great American Gas and Electric, LLC**

Name: Jeff Levin

Cc: Victoria Marchese

Address: 550 Mamaroneck Ave., Suite 305A, Harrison NY 10528

Phone(866) 269-9393

Fax: N/A

Email: jeffl@ga-ge.com; victoriam@ga-ge.com

If to the County:

County of Camden
Office of County Counsel
Courthouse
6th Floor
520 Market Street
Camden, NJ 08102

Other phone numbers relevant to this Agreement include the NJBPU Division of Customer Relations, which is 1-800-624-0241.

Notices hereunder shall be deemed properly served: (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the fifth business day after the day on which deposited in the United States certified or registered mail, postage prepaid, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement.

SECTION 7.13 CHANGES IN CONTACT PERSONS. With proper notice, any party may change its address and contact person for this purpose. In the event that the name or telephone number of any contact for the Supplier changes, Supplier shall give prompt notice to the County and the County. In the event that the name or telephone number of any contact person for the County changes, prompt notice shall be given to the Supplier.

SECTION 7.14 EXPENSES. Each party hereto shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys' and consultants' fees and expenses, except as otherwise expressly set forth herein and except for the Consultant Fee to be paid by the Supplier to Concord Energy Services under a separate agreement. Any expenses (including attorneys' fees) relating to disputes between Supplier and the County shall be the responsibility of the Supplier and the County, respectively.

SECTION 7.15 NO JOINT VENTURE. Nothing herein contained shall be deemed to constitute any party a partner, agent, or legal representative of the other party, or to create a joint venture, agency, or any relationship between the parties.

SECTION 7.16 WAIVER. No waiver by any party hereto of any one or more defaults by any other party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any party hereto to complain of any action or non-action on the part of any other party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the party who is making such a waiver.

SECTION 7.17 FORCE MAJEURE. The Supplier shall be responsible for the delivery of Full Requirements Service to the Delivery Points specified under the terms of this Agreement unless a condition of Force Majeure is in effect. As used herein, "Force Majeure" means any event beyond the control of, and without the fault or negligence of, the party claiming Force Majeure, which materially and adversely affects the ability to perform on the part of the party claiming the Force Majeure. It shall include without limitation, sabotage, acts of God, war, riot, civil disturbance, earthquake, hurricane, flood, explosion, fire, lightning, landslide, and acts of the Government in either its sovereign or contractual capacity. Notwithstanding any other provision of this Agreement, the Supplier shall, upon becoming aware of a Force Majeure condition notify the County of any Force Majeure condition promptly by telephone, but in no event more than twenty-four (24) hours later and confirm such notice in writing within one week thereafter, setting forth the full particulars in connection therewith, to the extent available. Supplier shall use its best efforts to remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the County of the cessation of such condition, at which time the parties will resume their obligations under this Agreement as if the event had not occurred.

Force Majeure shall specifically include: (i) any delay on the part of the Electric Distribution Company in transferring an account from the Electric Distribution Company to the Supplier, and (ii) a failure on the part of the Electric Distribution Company to provide Distribution services, or billing services if required, unless such delay or failure is due to the fault of the Supplier.

It is specifically understood that in no event shall the following acts or conditions constitute a Force Majeure condition: (i) the economic hardship of either party, interest or inflation rates, or currency fluctuation; (ii) any event making delivering of Full Requirements Service difficult, uneconomic or impracticable, or the event of higher actual costs to the Supplier than its anticipated costs or its Contract Price; (iii) the failure of the Supplier to secure licenses or similar authorizations necessary to perform its obligations hereunder due to causes within its reasonable control; (iv) strikes, work stoppages, or other labor disputes or disturbances by the Supplier's employees; (v) union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed by the Supplier or otherwise increasing the cost or burden to the Supplier of performing its obligations hereunder; (vi) any increase for any reason in premiums charged by the Supplier's insurers or the insurance markets generally for the required insurance hereunder; and (vii) any increase for any reason in the cost to the Supplier associated with maintaining the letter of credit required hereunder.

If by reason of Force Majeure the County is unable to carry out, either in whole or in part, its obligations herein contained, such party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing party, promptly, but in no event more than, twenty- four (24) hours after becoming aware of such Force Majeure condition, makes an attempt to provide the Supplier with verbal notice followed by a written notice within one week thereafter describing the particulars of the occurrence, to the extent available; (ii) the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) no obligations of the party which arose prior to the occurrence causing the suspension of performance be excused as a result of the occurrence; the non-performing party shall use its best efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations; and (v) the non-performing party uses its best efforts to mitigate the consequences of such Force Majeure.

SECTION 7.18 REGULATORY CHANGES. The Contract Price may be adjusted upward or downward based on material changes in law, legislation, or regulation that directly impact the Supplier's costs of performance under this Agreement. Any proposed increase or decrease in the Contract Price must be supported by documentation and shall require a minimum of thirty (30) days' prior written notice to the County. Upon request by the County or its

designated agent, Supplier shall provide reasonable supporting documentation detailing the nature of the regulatory change and the resulting impact on costs.

Adjustments shall be limited to actual, incremental cost increases or decreases, and shall not include any profit, markup, or service fees. The Supplier shall pass through any cost decreases on the same basis as cost increases. For clarity, incremental costs shall not include:

- (1) taxes imposed on the income of the Supplier; and
- (2) licensing or other fees imposed on the Supplier by the NJBPU, PJM, or other governmental or regulatory entities.

A “**material impact**” shall be defined as a change in cost of no less than \$0.0001/kWh. Changes in law, legislation, or regulation known or reasonably foreseeable to the Supplier as of the proposal submission date shall not qualify for a price adjustment under this Section.

SECTION 7.19 SEVERABILITY. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or enforceable, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

SECTION 7.20 SOLICITATION. Supplier will not offer or solicit any Participant to service any account separately from this Agreement.

SECTION 7.21. APPROPRIATIONS. In accordance with the provisions of N.J.S.A. 40A:11-15, this agreement is subject to the availability and appropriation of sufficient funds in each year in which it is in effect.

SECTION 7.22 COUNTERPARTS. This Agreement may be executed in any number of separate counterparts by the parties, including facsimile counterparts or counterparts signed by electronic signature, which when are executed and delivered shall be an original, but all of which shall constitute but one and the same Agreement.

SECTION 7.23 DOCUMENTS INCORPORATED. The following documents are incorporated into this Agreement, and the terms, conditions, covenants, and representations contained herein are binding terms of this Agreement:

1. The ITB, including Notice to Bidders, General Instructions, Technical Specifications, and Required Bid Documentation, and any Addenda thereto; and
2. Any and all submissions by Supplier, including the required bid documentation, and
3. This Agreement and any Exhibits hereto

Signature page follows

IN WITNESS WHEREOF, the undersigned have executed this Electric Supply Service Agreement as of the date first given above.

GREAT AMERICAN GAS AND ELECTRIC, LLC

By: Jeff Levin

Jeffrey Levin CEO
Print Name/Title

08 / 22 / 2025
Date

CAMDEN COUNTY

By: [Signature]

Ross G. Angilella
Ross G. Angilella, County Administrator

8/19/25
Date

SJPC ELECTRIC ITB# A20-25 – APPENDIX A

PRICING FORM

The SJPC is seeking pricing for **eight (8) Bid Groups** for a Full-Requirements, Fully Bundled, All-In Fixed Electricity price per kWh. The SJPC is requesting pricing for **Bid Groups 4A, 5A and 7**, a term of eighteen (18) months or twenty-three (23) months commencing with the first meter read scheduled either on or after October 1, 2025 or March 1, 2026, and for **Bid Groups 3, 4, 5, 6 and 8** a fourteen (14) month term commencing with the first meter read scheduled either on or after July 1, 2026. All Bid Group accounts will terminate with the first meter read after August 31, 2027.

Bid Prices must be held firm until 3:00 P.M. Eastern Prevailing Time on Tuesday, August 19, 2025.

ITB# A20-25: ATLANTIC CITY ELECTRIC AND PSE&G BGS-RSCP ACCOUNTS							
All In Fixed Price, Full Requirements							
<u>BID Group</u>	<u>EDC</u>	<u>RATE CLASSES</u>	<u>SERVICE START</u>	<u>SERVICE END</u>	<u>Approximate</u>	<u>23 Month - Start</u>	<u>18 Month - Start</u>
			<u>(1st meter read date on or after)</u>	<u>(1st meter read date on or after)</u>	<u># of ACCOUNTS</u>	<u>Fixed All-inclusive Bid Price per kWh (kilowatt-hour) \$.XXXX</u>	<u>Fixed All-inclusive Bid Price per kWh (kilowatt-hour) \$.XXXX</u>
7	PSE&G	GLP, LPL-S	October 1, 2025	August 31, 2027	513	\$N/A/kWh	\$N/A /kWh
PSE&G Bid Group 7 - Baseline Capacity \$/MW-Day			October 1, 2025	August 31, 2027	513	\$N/A /MW-DAY	\$N/A/MW-DAY
4A	AECO	AGS-S	October 1, 2025	August 31, 2027	14	\$N/A/kWh	\$N/A /kWh
5A	AECO	AGS-P, MGS-P	October 1, 2025	August 31, 2027	125	\$0.11470/kWh	\$N/A /kWh
AECO Bid Groups 5A - Baseline Capacity \$/MW-Day			October 1, 2025	August 31, 2027	139	\$283.67/MW-DAY	\$N/A/MW-DAY

SJPC ELECTRIC ITB# A20-25 – APPENDIX A

PRICING FORM

ITB# A20-25: ATLANTIC CITY ELECTRIC AND PSE&G BGS-RSCP ACCOUNTS						
All In Fixed Price, Full Requirements						
<u>BID Group</u>	<u>EDC</u>	<u>RATE CLASSES</u>	<u>SERVICE START</u>	<u>SERVICE END</u>	<u>Approximate</u>	<u>14 MONTH - Start July 1, 2026</u>
			<u>(1st meter read date on or after)</u>	<u>(1st meter read date on or after)</u>	<u># of ACCOUNTS</u>	<u>Fixed All-inclusive Bid Price per kWh (kilowatt-hour) \$.XXXX</u>
3	AECO	DDC	July 1, 2026	August 31, 2027	92	\$N/A/kWh
4	AECO	AGS-P, AGS-S, MGS-P	July 1, 2026	August 31, 2027	164	\$N/A/kWh
5	AECO	MGS-S	July 1, 2026	August 31, 2027	2,083	\$0.11230 /kWh
6	AECO	SPL, CSL	July 1, 2026	August 31, 2027	371	\$N/A/kWh
8	PSE&G	PSAL, BPL	July 1, 2026	August 31, 2027	110	\$N/A/kWh
AECO Bid Groups 5 - Baseline Capacity \$/MW-Day			July 1, 2026	August 31, 2027	2,339	\$298.73/MW-DAY

The accounts in Bid Groups 3, 4, 5, 6 and 8 are currently under contract with another supplier and cannot be enrolled earlier than the July 1, 2026, start date.

The Contract Price and term will be set forth in Article IV of the Agreement. Bid Prices must include all electricity generation supply costs to provide Full Requirements Service for the pricing products. Full Requirements Service includes: energy, congestion, capacity, all transmission components to include Reliability Must Run (RMR), Transmission, Transmission Enhancement, Network Integration Transmission Service, all line losses, NJ sales and use tax (not NJ STATE SALES TAX), supplier margin, Consultant Fee, renewable portfolio standards, and all related PJM costs, including but not limited to ancillary services, LMP adjustments, FERC 745, balancing congestion, balancing operating reserves, FTR, ARR's and any other applicable costs.

All Pricing must be in compliance with RPS standards. Full Requirements Service is a substitute for Basic Generation Service. Full Requirements Service does not include Distribution.

To be considered responsive, Bidders must offer a Fixed All-Inclusive Bid Price for all accounts in the respective Bid Group.

SJPC ELECTRIC ITB# A20-25 – APPENDIX A
PRICING FORM

Pricing Structure for Bid Groups 3, 4, 4A, 5, 5A, 6, 7 and 8

All-In Fixed Price. The All-In Fixed Price Pricing Product is defined as cents per kilowatt-hour for Full Requirements Service. The All-In Fixed Price must include all costs necessary to provide Full Requirements service to Participating Members' accounts on a per kilowatt-hour basis as applied to metered usage. *Bid Prices must include the 6.625% New Jersey State Sales and Use Tax.*

Bidders' pricing shall not include delivery service charges and other charges imposed by the Electric Distribution Company. The Contract Price and term will be set forth in Article IV of the Agreement.

Consolidated Billing of Accounts is preferred unless otherwise requested by the Participating Member.

"I certify that every calculation in this bid submission has been reviewed for accuracy and that there are **no mathematical errors or omissions in the bid. I UNDERSTAND THAT ONCE THIS BID IS SUBMITTED, IT MAY NOT BE WITHDRAWN LATER AND THAT THE BIDDER WILL BE BOUND THEREBY SHOULD A CONTRACT BE AWARDED BASED ON THIS BID.**

SUPPLIER COMPANY NAME Great American Gas and Electric LLC

BUSINESS ADDRESS: 550 Mamaroneck Ave Site C05A Harrison NY 10528

CONTACT NAME Jeff Levin

CONTACT PHONE/ FAX 8002000000

CONTACT EMAIL jeff@greatamerican.com

AUTHORIZED SIGNATURE Jeff Levin

PRINT NAME Jeffrey Levin

DATE: 08 / 22 / 2025

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 169 (2025)

**DESIGNATING A BEACH PATROL SEA DOO JET SKI AS SURPLUS PROPERTY TO
BE AUCTIONED ONLINE**

WHEREAS, the Beach Patrol asked for their 2020 Sea Doo GTI 90 jet ski with serial # YDV17376J920, which is no longer needed for public use, to be disposed of through an online auction on the GovDeals platform pursuant to N.J.S.A. 40A:11-36 and N.J.A.C. 5:34-5.8; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Sea Isle City that the above recital is wholly incorporated into this Resolution and granted the full force of law; and

BE IT FURTHER RESOLVED that City employees may use the GovDeals platform to create online auctions for the surplus property stated above; and

BE IT FURTHER RESOLVED that the City reserves the right to reject any and all offers if a City official determines such rejection to be in the public interest; and

BE IT FURTHER RESOLVED that anything not sold at auction may be scrapped or otherwise permanently disposed of in compliance with all Federal, State, and Local laws, ordinances, and regulations.

Mary Tighe, Council President

Recorded vote:

<u>Council</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>	<u>Moved</u>	<u>Second</u>
Ciseck						
Edwardi						
Jargowsky						
Kehner						
Tighe						

I HEREBY CERTIFY THAT the foregoing Resolution was duly adopted by the City Council of the City of Sea Isle City at the meeting held on September 23, 2025.

Shannon D. Romano, Municipal Clerk

CITY OF SEA ISLE CITY
NEW JERSEY

RESOLUTION NO. 170 (2025)

**AUTHORIZING A LOCAL CO OP CONTRACT FOR A PUBLIC WORKS
DEPARTMENT DUMP TRUCK**

WHEREAS, Pellegrino Chevrolet (Vendor), 1000 Gateway Blvd, Westville, NJ 08093 quoted approximately \$89,800.00 for a dump truck under Bergen County co op contract numbers 23-4, 24-06, and/or 24-43 pursuant to N.J.S.A. 40A:11-11(5) on cooperative pricing systems; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Sea Isle City that the above recitals are wholly incorporated into this Resolution and granted the full force of law; and

BE IT FURTHER RESOLVED that City employees may issue purchase orders to Vendor for the cost stated above; and

BE IT FURTHER RESOLVED that City employees may issue change orders as necessary that result in minor price increases or decreases to the original anticipated value of purchase orders, or any of their parts, pursuant to N.J.S.A. 5:30-11.4.

By signing below, the Chief Financial Officer (CFO) certifies that there are sufficient uncommitted appropriations available in Ordinance 1718 (C-08-55-718-002-552) to provide for payment(s).

Jennifer McIver, CFO

Mary Tighe, Council President

Recorded vote:

<u>Council</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>	<u>Moved</u>	<u>Second</u>
Ciseck						
Edwardi						
Jargowsky						
Kehner						
Tighe						

I HEREBY CERTIFY THAT the foregoing Resolution was duly adopted by the City Council of the City of Sea Isle City at the meeting held on September 23, 2025.

Shannon D. Romano, Municipal Clerk

PELLEGRINO CHEVROLET QUOTE # 2

Vehicle #1: 2024 Chevrolet Silverado Medium Duty	VIN/Order #	Total Price including Upfit	Stock #
	1HTKJPVK7RH617504	\$ 89,800.00	617504
Additional Vehicle Information		BERGEN CO-OP 23-4	



**CITY OF SEA ISLE CITY
NEW JERSEY**

RESOLUTION NO. 171 (2025)

**AUTHORIZING RELEASE OF A PERFORMANCE GUARANTEE
Project at 4422 Park Road, Sea Isle City, NJ
Block 44.05, Lot(s) 1 & 2.01
4420 PARK AVE, LLC. c/o Raymond Scarpato**

WHEREAS, a Performance Guarantee was posted in the form of an *Irrevocable Standby Letter of Credit No. 2024-005 (issued 7/16/2024)* in the amount of \$20,411.⁰⁰; and

WHEREAS, the Engineer has performed inspections of the referenced property and notified the Board Secretary and City Clerk that a partial reduction of the performance guarantee be released; and

WHEREAS, upon approval granted by the governing body, the City Clerk is instructed to forward notification to the appropriate entity for release of said Performance Guarantee.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Sea Isle City, County of Cape May, State of New Jersey, that it hereby authorizes release of the Performance Guarantee as so approved.

Mary L. Tighe, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Ciseck						
Edwardi						
Jargowsky						
Kehner						
Tighe						

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of Sea Isle City, New Jersey, at the regular meeting held on Tuesday, September 23, 2025.

Shannon D. Romano, Municipal Clerk

**CITY OF SEA ISLE CITY
NEW JERSEY**

RESOLUTION NO. 172 (2025)

**APPROVING MEMBERS TO THE SEA ISLE CITY
VOLUNTEER FIRE COMPANY**

WHEREAS, the Sea Isle City Volunteer Fire Company has notified the City Clerk that two members have completed the required training and courses to become a member of the Company; and

WHEREAS, the Company has identified the following individuals and has requested membership approval for eligibility in the State Firemen’s Association:

Clarence Smith IV
Aiden Ralph

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Sea Isle City, New Jersey that it hereby approves membership for the above mentioned firefighter and authorizes the Sea Isle City Volunteer Fire Company enroll said members in the State Firemen’s Association.

Mary Tighe, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Ciseck						
Edwardi						
Kehner						
Tighe						
Jargowsky						

HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at the regular meeting held on Tuesday, September 23, 2025.

Shannon D. Romano, Municipal Clerk

**CITY OF SEA ISLE CITY
NEW JERSEY**

RESOLUTION NO. 173 (2025)

**AUTHORIZING A CLOSED EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING
CONTRACT NEGOTIATIONS: COMMUNICATIONS WORKERS OF AMERICA (CWA),
LOCAL 1036: EMPLOYEES OF PUBLIC WORKS, SUPERVISORS OF PUBLIC WORKS
AND CLERICAL EMPLOYEES**

WHEREAS, pursuant to N.J.S.A. 10:4-12, the City Council of the City of Sea Isle City is authorized to hold a closed session, and

WHEREAS, the City Administrator has advised the City Council that a closed session is necessary to discuss contract negotiations.

NOW, THEREFORE, BE IT RESOLVED that a closed session of the City Council of the City of Sea Isle City shall be held on Tuesday, September 23 in City Hall, 233 JFK Blvd., Sea Isle City, NJ.

BE IT FURTHER RESOLVED, that upon completion of the above matter, the minutes of said meeting will be available to the public.

Mary Tighe, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Ciseck						
Edwardi						
Kehner						
Tighe						
Jargowsky						

I HEREBY CERTIFY THAT the foregoing resolution was duly adopted by the City Council of the City of Sea Isle City, New Jersey, at a meeting held on Tuesday, September 23, 2025.

Shannon D. Romano, Municipal Clerk