

**ADDENDUM TO
AGREEMENT FOR PROVISION OF
ENERGY SUPPLY SERVICES**

By and Between

*The Township of Bloomfield
in the County of Essex, New Jersey*

and

Constellation Energy Services, Inc.

Dated August 15, 2016

This ADDENDUM to the AGREEMENT FOR PROVISION OF ENERGY SUPPLY SERVICES made this ____ day of _____ 2016 ("Agreement") is by and between the Township of Bloomfield, in the County of Essex, New Jersey, a public body corporate and politic of the State of New Jersey (the "Municipality") and Constellation Energy Services, Inc., a Delaware Limited Corporation (the "Supplier") (License #ESL-0171).

WITNESSETH:

WHEREAS, pursuant to New Jersey's Government Energy Aggregation Act of 2003 (*N.J.S.A. 48:3-92 - N.J.S.A. 48:3-95*) and the New Jersey Board of Public Utilities ("BPU") implementing regulations (*N.J.A.C. 14:4-1 et seq.*), as amended (collectively, the "Act"), the Municipality has determined to undertake a Governmental Energy Aggregation Program (as defined herein) and the Municipality Council has been designated as a Lead Agency (as defined herein) charged with the responsibility for adopting and providing for the implementation of such Governmental Energy Aggregation Program within the geographic boundaries of the Municipality ("Program"); and

WHEREAS, on June 2, 2014, the Municipality's Council has adopted an ordinance formalizing its intent to commence the Program on behalf of all of the residential energy customers of the Municipality that do not opt-out of the Program in accordance with the Act and all of the non-residential customers that opt-in to the Program pursuant to the Act; and

WHEREAS, the Municipality and its duly appointed Energy Agent (as defined herein) Commercial Utility Consultants, Inc. ("CUC") engaged in a procurement process to obtain a third-party supplier of energy, duly licensed by the BPU, to implement the Program; and

WHEREAS, based upon the Supplier's response to the RFP, dated August 20, 2014 and the subsequent assignment dated November 23, 2015, the Municipality has determined that the Supplier possess the minimum acceptable financial, technical and administrative qualifications including, but not limited to, any and all required authorizations to operate within the PSE&G Local Distribution Area, necessary to provide energy supply services, and thereafter designated the Supplier as a qualified vendor; and

WHEREAS, the Municipality after evaluation of all of the proposals submitted by qualified vendors in response to the RFP, has determined that the Supplier's proposal serves the interests of the Municipality and has resolved to award a contract for such services to the Supplier; and

WHEREAS, pursuant to the Program, the Municipality's Council entered into a written contract with Supplier for the provision of Electric Generation Service on behalf of residential and non-residential customers within its geographic boundaries which replaced such customers' current third party electricity supplier on June 1, 2015; and

WHEREAS, on November 23, 2015 the parties agreed to extend the initial contract for a nine (9) month period beginning from the first meter read after December 1, 2015 through the first meter read after September 1, 2016; and

WHEREAS, the Municipality and the Supplier now desire to extend this Agreement for the supply of energy services all in accordance with the terms and conditions of the Act, the RFP and this Agreement; and

WHEREAS, Supplier and Commercial Utility Consultants, Inc. ("Energy Agent") have agreed to reduce the payment for services provided by the Energy Agent solely with regard to the establishment of an online auction for the selection of a third-party energy supplier,

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Parties intending to be legally bound, agree to amend the original contract as follows:

SECTION I - TERM OF THE AGREEMENT

2.01 Commencement, Duration of Term and Rate

The term of this Agreement ("Contract Term") shall be extended beginning from the first meter read after September 1, 2016 (the "Contract Commencement Date"), and shall continue from that date until the first meter read after December 1, 2016 or until such time that the term of this Agreement is extended or terminated earlier in accordance with the provisions of this Agreement ("Contract Termination Date"). Provision of Electric Generation Services, as defined in *N.J.A.C. 14:4-1.2*, shall be provided for the period commencing on the first meter read following the Contract Commencement Date and ending on the meter read date immediately following the Contract Termination Date.

The contract rate for the term is \$0.1187/kWh. The rate reflects one of the following selected options:

Fixed Price for the term of the contract.

SECTION II – PAYMENTS TO ENERGY AGENT

Pursuant to Section 5.01(B) of the Agreement ("Payments to Energy Agent") Supplier shall pay to the Energy Agent an amount equal to \$0.001 per kWh in accordance with the terms in the agreement between Supplier and the Energy Agent.

All other terms & provisions in Agreement shall remain in full force and effect.

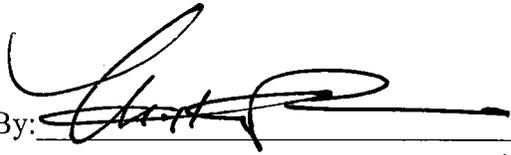
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IN WITNESS WHEREOF, the Municipality and Supplier have executed this Agreement, intending to be legally bound hereby as of the day and year first above written.

**TOWNSHIP OF BLOOMFIELD
COUNTY OF ESSEX, NEW JERSEY**

ATTEST:

By: 
Name: Louise H. Palagano
Title: Municipal Clerk

By: 
Name: Matthew Watkins
Title: Township Administrator

[SEAL]

**CONSTELLATION ENERGY SERVICES,
INC.**

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____