

March 2, 2020

Borough of Alpha  
1001 East Boulevard  
Alpha, NJ 08865  
Attn: Donna Messina

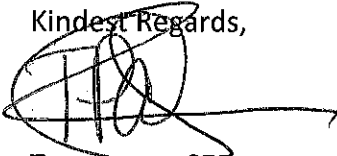
**RE: SWAEC – Fully Executed Addendum (Original)**

Ms. Messina:

Per your request, enclosed is the Fully Executed Addendum to the Sussex-Warren Area Energy Co-Op Agreement that includes original signatures.

Please do not hesitate to contact me should you have any questions.

Kindest Regards,



Tara Pasca, CEP  
Manager, Government Programs

Enclosure

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**CORPORATE OFFICE**  
520 S. Burnt Mill Road  
Voorhees, NJ 08043  
856.427.0200

**PHILADELPHIA**  
3020 Market St., #103  
Philadelphia, PA 19104  
215.387.1011

**ATLANTIC CITY**  
2311 Atlantic Avenue  
Atlantic City, NJ 08401  
609.246.7255

**PRINCETON**  
100 Overlook Ctr., 2<sup>nd</sup> Flr.  
Princeton, NJ 08540  
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**ADDENDUM TO  
AGREEMENT FOR PROVISION OF  
ENERGY SUPPLY SERVICES**

By and Between

*the Borough of Alpha  
in the County of Warren, New Jersey*

and

IDT Energy, Inc.

Dated December 19, 2019

This ADDENDUM to the AGREEMENT FOR PROVISION OF ENERGY SUPPLY SERVICES made December 19, 2019 ("Agreement") is by and between the Borough of Alpha, in the County of Warren, New Jersey, a public body corporate and politic of the State of New Jersey (the "Municipality") and IDT Energy, Inc., a Delaware Corporation (the "Supplier") (License #ESL-0081).

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 November 11, 2018, the Municipality's governing body 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) Concord Energy Services ("CES") and 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 13, 2018, and the subsequent assignment dated August 21, 2018, 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 JCP&L 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 March 1, 2019; and

*WHEREAS*, on December 19, 2019, the parties agreed to reduce the program rate from \$0.0886/kWh to \$0.0869/kWh beginning from the first meter read after June 1, 2020 through the

balance of the term of the original contract term which ends with the first meter read after December 31, 2020; and

WHEREAS, on December 19, 2019, the parties agreed to extend the initial contract at the reduced rate of \$0.0869/kWh for a twelve (12) month term beginning from the first meter read after January 1, 2021, through the first meter read after December 31, 2021; 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

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*

Beginning with the first meter read on or after June 1, 2020, the program rate ("Contract Price") for the remainder of the original term ("Contract Term") of this Agreement shall be reduced from \$0.0886/kWh to \$0.0869/kWh.

In addition, the term of this Agreement ("Contract Term") shall be extended beginning from the first meter read on or after January 1, 2021, (the "Contract Commencement Date"), and shall continue from that date until the first meter read after December 31, 2021, 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.

Beginning June 1, 2020, the contract rate for the term is \$0.0869/kWh. The rate reflects one of the following selected options:

Fixed Price for the term of the contract.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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.

**THE BOROUGH OF ALPHA  
COUNTY OF WARREN, NEW JERSEY**

ATTEST:

By: [Signature] By: Craig S. Dunwell 12/30/19  
Name: Donna Messina Name: Craig S. Dunwell  
Title: Acting Municipal Clerk Title: Mayor

[SEAL]

**IDT ENERGY, INC.**

ATTEST:

By: [Signature] By: [Signature]  
Name: Tzi Zuhik Name: Michael Stein  
Title: Business Dev Manager Title: CEO

2/25/20 [Signature]