
JOINT CONTRACT

**ESTABLISHING THE NEW JERSEY
SUSTAINABLE ENERGY JOINT MEETING
PURSUANT TO NJ.S.A. 40A:6544**

Date: ,

JOINT CONTRACT JOINDER AGREEMENT

THIS JOINT CONTRACT JOINDER AGREEMENT (this "Joinder"), is being executed by _____, a municipal corporation of the State of New Jersey, having offices at _____, providing public and essential governmental functions (as such term is defined in N.J.S.A. 40A:65-4) (hereinafter designated as the "Local Unit") pursuant to that certain Joint Contract Establishing The New Jersey Sustainable Energy Joint Meeting dated June __, 2009 (the "Joint Contract").

WHEREAS, Article 4 of the Joint Contract requires any contracting local unit under N.J.S.A. 40A:65-3 desiring to become a member of the Joint Meeting (as defined in the Joint Contract) to adopt a Resolution in accordance with applicable laws substantially in the same form attached to the Joint Contract as Exhibit B (the "Resolution") approving the execution of an agreement in the form of this Joinder; and

WHEREAS, the Local Unit has adopted the Resolution and transmitted a certified copy to the Executive Director (as defined in the Joint Contract or Bylaws), or his designee; and

WHEREAS, the Local Unit has reviewed the terms of the Joint Contract and the Bylaws (as defined in the Joint Contract) and desires to be bound thereby;

NOW THEREFORE, for and in consideration of the promises herein contained and intending to be legally bound, the Local Unit, covenants and agrees as follows:

1. The Local Unit hereby acknowledges, consents to, joins in and agrees to be bound by the Joint Contract and all of the terms and conditions thereof, including the terms and conditions of the Bylaws, all of which are incorporated herein by this reference, as if the Local Unit had been an original signatory thereto.

2. The Local Unit agrees that (a) the representative appointed to the State Management Committee, and thereby to its respective County Management Sub-Committee, is hereby granted a power of attorney to vote by proxy the interests of the Local Unit and (b) the County Management Committee representative to the State Management Committee is hereby granted a power of attorney to vote by proxy the interests of the Local Unit.

WHEREAS, the Parties desire to establish a sustainable energy joint meeting that would serve its members as a knowledge-based energy purchasing group designed to help New Jersey municipalities reduce their energy costs and ultimately meet their social and regulatory obligations; and

WHEREAS, pursuant to *N.J.S.A. 40A:65-14*, the Parties desire to enter into a joint contract that sets forth the terms and conditions under which municipalities will pool their electricity and gas loads to attract favorable rates to purchase electricity and gas in the wholesale market through the use of a Joint Meeting.

NOW, THEREFORE, for and in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the Parties hereto, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

ARTICLE 1.1 Definitions. Except as expressly provided herein to the contrary, all capitalized terms used in this Joint Contract and its exhibits shall have the following meanings:

“Bylaws” means the Bylaws attached to this Joint Contract as Exhibit B.

“Effective Date” means the date of the execution of this Joint Contract by the Parties. For subsequent Members, the effective date for each such Member shall be the date of execution of this Joint Contract.

“Electric Load” means the peak kilowatt demand created by each Party based on the prior calendar year’s actual electrical usage.

“Event of Default” is defined in Article 7 hereof.

“Future Services” is defined in Article 2.3 hereof.

“Governmental Body” means any federal, state, county or local agency, department, commission, authority, court, or tribunal and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, the Member and the State.

“Initial Membership Fee” is defined in Article 3 hereof.

“Joint Meeting” is defined in Article 2 hereof.

“Legal Requirements” means all laws, statutes, codes, ordinances, orders, regulations and requirements of any Governmental Body, now or hereafter in effect, and, in each case, as amended from time to time.

“Members” means a public entity that satisfies the Membership Requirements and has executed this Joint Contract as a Party.

“Membership Requirements” is defined in Article 4 hereof

“Municipal Sustainable Energy Program” means the program developed through this Joint Contract for the provision of the public services identified in Article 2.2 hereof.

“Natural Gas Loads” means the quantity of natural gas used by the Local Unit.

“Person” means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or corporation, trust, unincorporated association, institution, public or Governmental Body, or any other entity.

“Party” or “Parties” shall mean the parties to this Joint Contract, either jointly or separately depending on the context.

“Procurement Strategies” means the strategies to be developed for the purposes of securing the best possible price and best possible contract terms for the provision of energy to the Parties. Said Procurement Strategies shall be developed by reviewing energy uses through the assessment of historical energy usage data and costs, evaluating the various forms of energy, exploring the possibility of purchasing energy from renewable resources, as evaluating the use of reverse auction energy exchanges, as well as through the gathering information and evaluating the strategies of members of the energy and sustainability community at large.

“Purchasing Protocol” means the parameters established by the state Executive Committee for the acquisition of energy on behalf of all Local Unit members.

“Service Agreement” means the agreement executed between the Local Unit and the energy provider as awarded by the state Executive Committee of the Joint Meeting.

“State” means the State of New Jersey.

ARTICLE 1.2. Interpretation and Construction. In this Joint Contract, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Joint Contract, refer to this Joint Contract, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Joint Contract.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Articles of this Joint Contract, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Joint Contract, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) All notices to be given hereunder and responses thereto shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) Unless otherwise indicated, any "fees and expenses" shall be required to be customary and reasonable.

ARTICLE 2 JOINT MEETING

ARTICLE 2.1. Establishment of the Joint Meeting. The Parties hereby agree that a joint meeting is hereby established which shall be comprised of all Parties to this Joint Contract. Pursuant to *N.J.S.A. 40A:65-15*, the Joint Meeting is a public body corporate and politic constituting a political subdivision of the State for the exercise of public and essential governmental functions. The Joint Meeting shall have all of the powers and authority set forth in *N.J.S.A. 40A:65-15*.

ARTICLE 2.2. Public Services Provided by Joint Contract. The Parties specifically acknowledge and agree that this Joint Contract shall provide joint services for the following public services:

(a) Electric Aggregation. The Parties agree to load aggregation of their electric power needs by pooling their Electric Loads into a single buying pool for the purposes of purchasing electrical power on the wholesale market. The Parties agree to act through the Joint Meeting, to select a consultant, who shall act as the Parties agent for purposes of purchasing electrical power. The Joint Meeting shall solicit bids, screen energy suppliers and select an energy supplier who provides the most competitive electricity prices, based upon the Purchasing Protocol established by the State Executive Committee. Once the

energy supplier is identified, each Party shall, through the within Joint Meeting, enter into a Service Agreement directly with the energy supplier chosen by the Joint Meeting for a term established by the Joint Meeting based on the direction of the State Executive Committee. Once the Parties enter into the Service Agreement with the energy supplier, the Joint Meeting shall monitor and oversee the Service Agreements.

(1) The Joint Meeting shall only select a licensed electric power supplier to be awarded a contract for service where the rate is the same as or lower than the price of basic generation service pursuant to Article 9 of P.L.1999, c.23 (C.48:3-57) plus the pro-rata value of the cost of compliance with the renewable energy portfolio standards imposed pursuant to this act derived from a non-utility generation contract with an electric public utility and transferred by the electric public utility to a supplier of basic generation service or basic gas supply service pursuant to Article 10 of P.L.1999, c.23 (C.48:3-58), as determined by the board.

(b) Natural Gas Aggregation. The Parties agree to load aggregation of their natural gas needs by pooling their Natural Gas Loads into a single buying pool for the purposes of purchasing natural gas on the wholesale market. The Parties agree to act through the Joint Meeting, to select a consultant, who shall act as the Parties agent for purposes of purchasing natural gas. The Joint Meeting shall solicit bids, screen natural gas suppliers and select a natural gas supplier who provides the most competitive prices, based upon the Purchasing Protocol established by the State Executive Committee. Once the natural gas supplier is identified, each Party shall enter into a Service Agreement directly with the natural gas supplier chosen by the Joint Meeting for a term established by the Joint Meeting based on the direction of the State Executive Committee. Once the Parties enter into the Service Agreement with the natural gas supplier, the Joint Meeting shall monitor and oversee the Service Agreements.

(1) The Joint Meeting shall only select a licensed gas supplier to be awarded a contract for service where the rate is the same as or lower than the price of basic generation service pursuant to Article 9 of P.L.1999, c.23 (C.48:3-57) plus the pro-rata value of the cost of compliance with the renewable energy portfolio standards imposed pursuant to this act derived from a non-utility generation contract with an electric public utility and transferred by the electric public utility to a supplier of basic generation service or basic gas supply service pursuant to Article 10 of P.L.1999, c.23 (C.48:3-58), as determined by the board.

(c) Education and Advice. The Parties agree that the Joint Meeting shall be authorized, as deemed appropriate by the Executive Committee, to act through its professional consultants or through other means, to make available to Members education and advice on all energy related matters, including technical,

regulatory, financial and societal issues. The Joint Meeting education activities will be pro-active, including scheduled seminars, one-on-one or departmental training sessions, newsletters and website access as well as responses to specific Members' needs and questions.

(d) "Necessary Adjunct Services" The Parties agree to authorize the Joint Meeting, as decided through its Executive Committee, to consider the provision of services for its Members the following:

- Energy Savings Plan (Energy Master Plan)
- Energy Efficiency And Conservation Programs
- Renewal Energy Alternatives
- Environmental Sustainability Practices
- Greenhouse Gas Emissions Reduction
- Assistance in Obtaining Outside Funding

The Joint Meeting is authorized, as determined by its Executive Committee, to assist Members in developing a comprehensive sustainable energy savings plan to implement integrated strategies.

ARTICLE 2.3. Additional Benefits and Services.

(a) Data Warehousing. In accordance with the Bylaws, the State Executive Committee may hire professional consultants who shall gather data from the Members and any necessary external sources regarding energy, global warming, greenhouse gasses, energy conservation, reduction of greenhouse gas emissions, the availability of wind, solar and geothermal resources and other renewable energy, and the use of other sustainable engineering and operational practices that have been identified, implemented and measured, as well as information generated by energy conservation and efficiency audits of member facilities.

(b) Procurement Strategies. As part of the Joint Meeting's responsibilities in purchasing electrical power and natural gas, the Joint Meeting and/or other professionals hired by the State Executive Committee shall develop Procurement Strategies and shall make information regarding these Procurement Strategies available to the Parties.

(c) Education and Advice. In accordance with the Bylaws, the State Executive Committee may hire professional consultants who will be available to

each Party to provide education and advice on all energy related matters, including technical, regulatory, and financial issues. The provision of the education and advice may be in the form of scheduled seminars, on-on-one or departmental training sessions, newsletters and Website access, as well as responses to specific needs and questions of each Party.

(d) Future Services. The Parties shall have access to the Future Services identified in the Bylaws pursuant to the terms and conditions set forth in the Bylaws. No money shall be appropriated from the Initial Membership Fee for purposes of providing said Future Services.

ARTICLE 2.4. Joint Meeting Not a Public Utility. Pursuant to *N.J.S.A.* 40:48-1 the Joint Meeting, pursuant to *N.J.S.A.* 48:3-49 et al is not considered a public utility and shall not be deemed as operating a public utility service where the Joint Meeting is solely engaged in the provision of such energy aggregation service and does not otherwise own or operate a plant or facility that produces or distributes gas, electricity, steam or other such products as provided in *N.J.S.A.* 40:62-12.

ARTICLE 3 COSTS AND EXPENSES

ARTICLE 3.1. Initial Membership Fees. The Parties acknowledge and agree that initial costs for supporting a Municipal Sustainable Energy Program, including its costs for professional fees, overhead costs, and operating expenses would be [REDACTED] per municipal member of the Joint Meeting. This Membership Fee will cover costs of creation of the organization, data collection and procurement strategies for the initial energy purchase. The Parties anticipate that future costs of the Joint Meeting will be paid from fees generated on behalf of the Joint Meeting through the aggregated energy acquisition. In the event the Joint Meeting determines to assess an additional fee, each Member shall have the option to continue its membership with payment of such assessment or to cancel its membership.

ARTICLE 4 NEW MEMBERSHIP REQUIREMENTS

ARTICLE 4.1. Requirements for New Membership to the Joint Meeting.

(a) General.

(1) Each Party to this Joint Contract hereby acknowledges and agrees that it has adopted a Resolution in accordance with applicable laws governing the adoption of resolutions approving its execution of this Joint Contract by the officials and/or officers who are authorized to execute contracts on behalf of each respective Party, and that such Resolution has been transmitted to the Chairman of the

Executive Committee, or his designee, for transmission to the State of New Jersey pursuant to applicable law.

(2) Future Contracting Local Unit Under N.J.S.A. 40A:65-3. Any contracting local unit under N.J.S.A. 40A:65-3 desiring to become a member of the Joint Meeting shall adopt a resolution in accordance with applicable laws governing the adoption of resolutions approving said municipality's execution of the Joint Contract Joinder Agreement, in substantially the same form as the Resolution set forth in Exhibit __ attached hereto, by the officials and/or officers who are authorized to execute contracts on behalf of said municipality. Such new Parties shall transmit a certified copy of such Resolution to the Chairman of the Executive Committee, or his designee, for transmission to the State of New Jersey pursuant to applicable law.

(b) Approval of Bylaws. By executing this Joint Agreement, all Parties to this contract agree to be bound by the provisions set forth in the Bylaws attached hereto as Exhibit B, as the same may be amended from time to time in accordance with the procedures set forth in the Bylaws for amendment thereof.

(c) Approval of Proxy Voting. By executing this Joint Agreement, all Parties to this Joint Contract agree that the Party's Representative appointed to the State Management Committee, and thereby to their respective County Management Sub-Committee, is hereby granted a power of attorney to vote by proxy the interests of the represented Party. In addition, the County Management Committee representative to the state Management Committee is hereby granted a power of attorney to vote by proxy the interests of the represented Party.

(1) Right to Opt Out. Following a recommendation for award of an energy purchase but prior to the Joint Meeting awarding an aggregate energy purchase under this Joint Contract, the Executive Director of the Joint Meeting shall transmit electronically a written notice to Parties advising them of their individual right to affirmatively decline participation in the government energy aggregation program, and providing 30 days for Parties to respond to the Executive Director of their decision to affirmatively decline participation in the government energy aggregation program and providing them with the price and other factors allowing the customer to compare the government energy aggregation program to other alternatives.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

ARTICLE 5.1. Representations Regarding Joint Contract Approval. The Parties hereby represent and warrant the following to each other for the purpose of inducing each other to enter into this Joint Contract and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) Each Party has the legal power, right and authority to enter into this Joint Contract and the instruments and documents referenced herein to which they are or will be a party, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

(b) This Joint Contract is duly executed by the Parties and is valid and legally binding upon the Parties and enforceable in accordance with its terms on the basis of Legal Requirements presently in effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Parties are a party.

(c) There is no pending, or to the best of Parties knowledge, threatened litigation that would prevent either Party from performing its duties and obligations hereunder.

(d) The Parties agree that the purchase of all electrical power and natural gas and the provision of all services shall be governed by the terms of this Joint Contract and the Bylaws.

(e) In the event that any contractual provisions that are required by Legal Requirements have been omitted, then the Parties agree that this Joint Contract shall be deemed to incorporate all such clauses by reference and such requirements shall become a part of this Joint Contract. If such incorporation occurs and results in a change in the obligations or benefits of one of the Parties, the Parties agree to act in good faith to mitigate such changes in position.

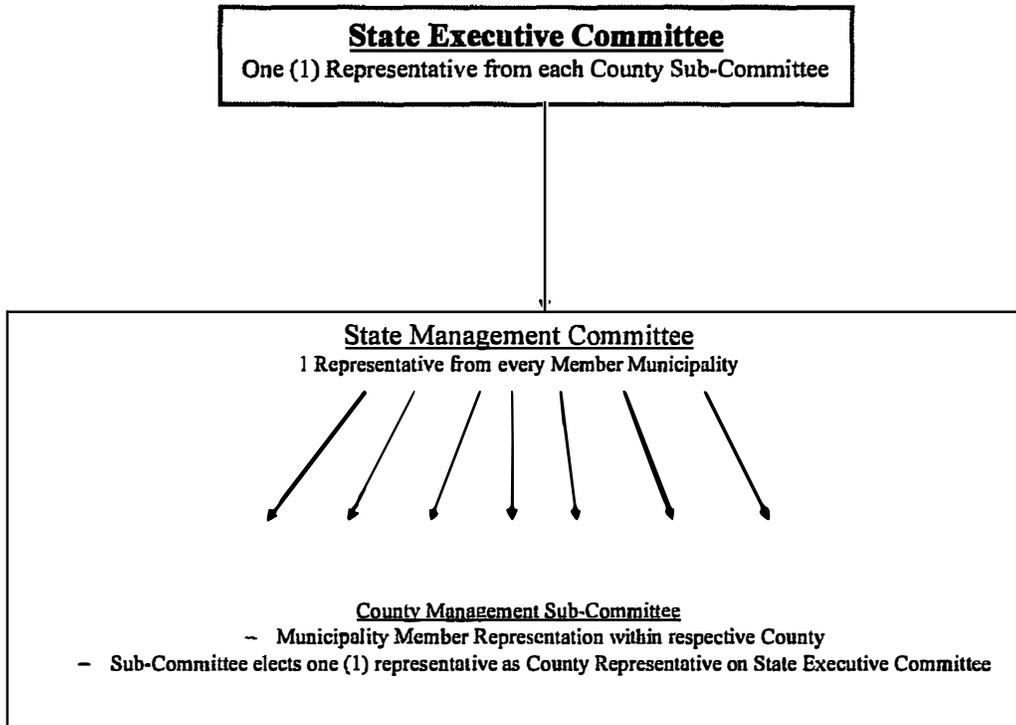
ARTICLE 5.2. Approval of New Membership. The Parties agree that in the event that a Contracting Local Unit satisfies the Membership Requirements set forth in Article 4 and executes the Joint Contract Joinder Agreement set forth in Exhibit A hereof, the new Party shall become a Member of the Joint Meeting and shall have all the rights and obligations set forth herein as if said Member executed this Joint Contract in its original form. The execution of this Joint Contract shall be deemed approval for and agreement to the terms and conditions set forth in the Joint Contract, which shall be binding on the Parties as if the same had been duly executed by the Parties.

**ARTICLE 6
MANAGEMENT COMMITTEE**

ARTICLE 6.1. Creation of the State Management Committee.

(a) General. In accordance with N.J.S.A. 40A:65-20, the Parties hereby agree to the creation of a State Management Committee which shall consist of one person to be appointed by the governing body of each Party, provided in no event shall there be less than three members of the Management Committee. Each Party may utilize its own procedures for appointing a representative to the State Management Committee. To qualify for appointment as a member of the Management Committee, all appointees must be a resident or employee of the appointing Party.

The State Management Committee shall act as the voting body of the full membership and all Parties shall appoint a Representative to the State Management Committee. For purposes of orderly governance, the State Management Committee shall be organized into County Management Sub-Committees that shall elect a representative to serve on the State Executive Committee in a structure set forth as follows:



(b) Powers and Duties. All actions of the State Management Committee shall be by vote of the majority of the entire membership of the State Management Committee, unless a greater number of votes are required by the Bylaws.

(c) Term of Office. Each Member representative appointed to the State Management Committee by the Parties shall hold office for a term of one year commencing on January 1, or until the Representative's successor has been appointed and qualified. An appointee to the State Management Committee shall not be considered qualified until the Party making the appointment has submitted proof to the State Executive Committee of its official action in appointing said representative to the State Management Committee and that the appointee otherwise meets the qualification requirements set forth in Article 8.1(a) above. For any new Unit who becomes a member of the Joint Meeting, the new unit shall appoint a representative to the State Management Committee to serve for the remainder of the calendar year. Nothing herein shall be construed to prohibit a representative from holding successive terms of Office.

(d) Approval of Bylaws. N.J.S.A. 40A:65-20(b) directs the Management Committee to adopt rules and regulations that provide for the conduct of its meetings and the duties and powers of the chairman of the Management Committee as well as any other officers and employees as may be appointed by the Management Committee. The Parties agree that by signing this Joint Agreement, the Party casts its representative vote in approval of Bylaws attached hereto as Exhibit F as the rules and regulations required to be adopted by N.J.S.A. 40A:65-20(b). The Bylaws may be amended from time to time in accordance with the procedures set forth in the Bylaws for amendment thereof.

ARTICLE 6.2. Creation of the County Management Sub-Committees. The Parties agree that the representatives of each Member of the State Management Committee shall be organized into County Management Sub-Committees in order to provide a more efficient and representative management of the Members. Each County Management Sub-Committee shall be comprised of the Member representative of Parties within each respective County. Where a specific County has 10 or fewer Members, such Members must combine with an adjacent County or Counties to form a County Management Sub-Committee with a minimum of 10 Members.

ARTICLE 6.3. Creation of State Executive Committee. Each County Management Sub-Committee shall elect one Member representative to serve on the State Executive Committee. By execution of this Joint Contract, each Party agrees that its representative on the State Management Committee is granted the power and authority to elect a representative from the respective County Management Sub-Committee to the State Executive Committee and that

such representative on the State Executive Committee is hereby delegated a proxy vote to vote on behalf of each Member within the respective County Sub-Committee in each Member's stead and with such Member's full authority.

ARTICLE 6.4. Appointment of Officers. The State Executive Committee shall appoint officers as set forth in the By-Laws attached hereto who shall perform the duties set forth in the By-Laws.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

ARTICLE 7.1. Events of Default By Member. It shall be a default under this Agreement for any Member to fail to provide the Joint Meeting with full and complete access to energy usage data for the compilation of information necessary for presentation of appropriate energy aggregation data. It shall further be a fault under this Agreement for any member to fail to pay the membership fees due under Article 5.1 of this Joint Contract.

ARTICLE 7.2. Events of Default by the Joint Meeting. It shall be a default under this Agreement for the Joint Meeting to fail to take necessary steps and exercise all appropriate due diligence for the collection of necessary energy usage data from its Members or from any other third party as is necessary in order to develop a procurement strategy and implement such strategy.

ARTICLE 7.3. Failure or Delay. Except as otherwise expressly provided in this Joint Contract, any failure or delay by any Party in asserting any of its rights or remedies as to any Event of Default, shall not operate as a waiver of any Event of Default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

ARTICLE 7.4. Continuance of Obligations. The occurrence of an Event of Default shall not relieve the defaulting party of its obligations under this Joint Contract.

ARTICLE 7.5. Litigation Costs. In the event that a Party to this Joint Contract successfully pursues an action to enforce any remedy provided for in this Article, that party shall be entitled to no costs and expenses incurred.

ARTICLE 7.6. Mitigation. The Parties shall act reasonably to mitigate any damages that may be incurred as the result of an Event of Default hereunder.

ARTICLE 7.7. Survival of Termination. The provisions of this Article shall survive the termination of this Joint Contract as a result of an Event of Default.

ARTICLE 8 TERMINATION

ARTICLE 8.1. Termination of Joint Contract. This Joint Contract may be terminated if two-thirds (2/3) of the municipalities participating in the Joint Meeting each adopt a resolution terminating the Joint Contract, except that if only two (2) municipalities are participating, then adoption of a resolution terminating the Joint Contract must be adopted by both municipalities before the Joint Contract shall terminate. A copy of said resolution must be submitted to the State Executive Committee within ten (10) days from the date of its adoption. Termination of the Joint Contract shall become effective no earlier than the end of the fiscal year next succeeding the fiscal year in which the last of the required number of participating municipalities adopts its termination resolution. Regardless of the exercise of these termination provisions, the Joint Contract shall expire forty (40) years following its initial execution date pursuant to statute.

ARTICLE 8.2. Termination of Membership in the Joint Meeting. No Party to this contract shall be permitted to terminate its membership in the Joint Meeting or to otherwise fail to comply with the obligations set forth in this Joint Contract and the Bylaws except upon the adoption a resolution terminating its membership in the Joint Meeting. Said resolution must be submitted to the State Executive Committee within ten (10) days from the date of its adoption. No such termination shall become effective until the terms of any and all Service Agreements entered into by the Party have expired and a copy of the Resolution terminating membership in the Joint Meeting. If the Party has entered into multiple Service Agreements expiring on different dates and the Party has already adopted and submitted its resolution authorizing termination of membership in the Joint Meeting, the Party shall not be obligated to renew any Service Agreement that expires before the effective date of termination, nor shall the Party be obligated to enter into new Service Agreement for the remaining time until the final Service Agreement expires, unless a new request for bids to service providers had been submitted and their Electric Load or Gas Load had been aggregated as part of the bid prior to the State Executive Committee's receipt of the resolution terminating membership. The State Executive Committee shall not count any Party's Electric Load or Natural Gas Load in any future bids for energy suppliers or natural gas suppliers once it has received a copy of the resolution authorizing termination of membership in the Joint Meeting, unless the request for bids had been sent prior to the State Executive Committee's receipt of the resolution terminating membership. A Party that has terminated its Membership in the Joint Meeting shall remain jointly and severally liable for claims and other liabilities incurred by the Joint Meeting and its members during the period of its membership, including, but not limited to being subject to and liable for supplemental assessments assessed prior to the receipt of the resolution terminating membership. A Party is not relieved of the claims or other liabilities incurred during its period of membership except through payment by Party of those claims or liabilities.

ARTICLE 8.3. Termination for Noncompliance. A Party's membership in the Joint Meeting may be terminated in the Event of Default in accordance with Article 13, above.

ARTICLE 9 MISCELLANEOUS

ARTICLE 9.1. Notices. Formal notices, demands and communications between the Parties shall be deemed sufficiently given if dispatched to the address set forth the authorizing resolution by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed delivered upon receipt. Notices may also be sent by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

ARTICLE 9.2. Non-Liability of Officials and Employees of a Party. No member, official, employee or professional acting on behalf of a Party shall be personally liable to the Joint Meeting or any other Party, or any successor in interest, in the event of any Event of Default or breach by a Party, or for any amount which may become due to the Joint Meeting, or on any obligation under the terms of this Joint Contract.

ARTICLE 9.3. Execution of Documents. The Parties shall, in order to effectuate the purposes of this Joint Contract, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper for the purposes for which this Joint Contract has been entered into in accordance with all necessary Legal Requirements.

ARTICLE 9.4. Cooperation. The Parties shall fully cooperate with each other as necessary to accomplish the purposes of the Joint Meeting, including entering into additional agreements that may be required, provided, however, that such actions shall not result in a material increase in the Parties' respective obligations hereunder or material decrease in the Parties' respective rights hereunder.

ARTICLE 9.5. Term. This Joint Contract shall become effective upon its execution by the Parties hereto, and shall remain in full force and effect for a term of forty (40) years from the Effective Date, unless otherwise terminated earlier pursuant to the terms of this Joint Contract.

ARTICLE 9.6. Successors and Assigns. This Joint Contract shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto, and their heirs, executors, and administrators.

ARTICLE 9.7. Exhibits and Schedules. All Exhibits and Schedules attached hereto and/or referred to in this Joint Contract are incorporated herein as though set forth in full.

ARTICLE 9.8. Titles of Articles and Articles. The titles of the several Articles and Articles of this Joint Contract are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

ARTICLE 9.9. Severability. If any term or provision of this Joint Contract or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Joint Contract, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Joint Contract shall be valid and shall be enforced to the extent permitted by law.

ARTICLE 9.10. Modification of Joint Contract. No modification, waiver, amendment, discharge, or change of this Joint Contract shall be valid unless the same is in writing, duly authorized, and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought. The Parties agree that any requested modification, waiver, amendment, discharge or change to this Joint Contract will be negotiated in good faith. Before an amendment shall become effective, each Party must authorize said amendment by resolution in accordance with the provisions of N.J.S.A. 40A:65-16. Each party shall be responsible for submitting their duly adopted resolution and a copy of the executed amendment to the Joint Contract to the Chairman of the State Executive Committee for transmission to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of the adoption of the resolution.

ARTICLE 9.11. Execution of Counterpart. This Joint Contract may be executed in one or more counterparts and when each Party has executed and delivered at least one counterpart, this Joint Contract shall become binding on the Parties and such counterparts shall constitute one and the same instrument.

ARTICLE 9.12. Drafting Ambiguities; Interpretation. In interpreting any provision of this Joint Contract, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the Parties drafted this Joint Contract, each party acknowledging that it and its counsel have had an opportunity to review this Joint Contract and have contributed to the final form of same.

ARTICLE 9.13. Time Period for Notices. All notices to be given hereunder shall be given in writing in conformance with Article 15.1 hereof, and, unless a certain number of days is specified, within a reasonable time.

ARTICLE 9.14. Waivers and Amendments in Writing. All waivers of the provisions of this Joint Contract must be in writing and signed by the appropriate authorities of all the Parties and all amendments hereto must be in writing and signed by the appropriate authorities of the Parties. The waiver by either party of an Event of Default or of a breach of any provision of this Joint Contract by the other party shall not operate or be construed to operate as a waiver of any subsequent Event of Default or breach.

ARTICLE 9.15. Conflict of Interest. No member, official or employee of any Party shall have any direct or indirect interest in this Joint Contract, nor participate in any decision relating to the Joint Contract which is prohibited by law.

ARTICLE 9.16. Governing Law. This Joint Contract shall be governed by and construed in accordance with the applicable laws of the State of New Jersey.

ARTICLE 9.17. Withholding of Approvals. All approvals, consents and acceptances required be giving or making by any person or party hereunder shall not be unreasonably withheld or delayed unless specifically stated otherwise.

IN WITNESS WHEREOF, the Parties hereto have caused this Joint Contract to be executed, all as of the date first above written.

Witness

[Redacted]

By: _____

By: [Redacted]

Attest:

[Redacted]

By: _____

[Redacted]

Witness

[Redacted]

By: _____

[Redacted]

Attest:

[Redacted]

By: _____

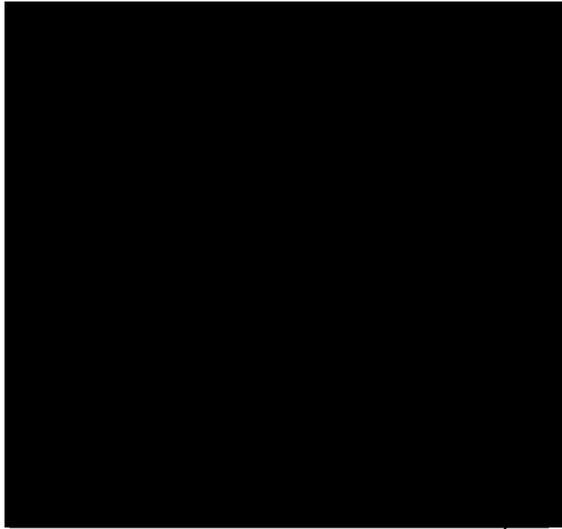
By: [Redacted]

Witness

By: _____

Attest:

By: _____



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